FORM 3

AMENDED REPORT ☑

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

APPLICATION FOR PERMIT TO DRILL

1. WELL NAME and NUMBER
Three Rivers Federal 33-11-720

2. TYPE OF WORK
DRILL NEW WELL ◉ REENTER P&A WELL ○ DEEPEN WELL ○

3. FIELD OR WILDCAT
WILDCAT

4. TYPE OF WELL
Oil Well Coalbed Methane Well: NO

5. UNIT or COMMUNITIZATION AGREEMENT NAME

6. NAME OF OPERATOR
AXIA ENERGY LLC

7. OPERATOR PHONE
720 746-5200

8. ADDRESS OF OPERATOR
1430 Larimer Ste 400, Denver, CO, 80202

9. OPERATOR E-MAIL
rsatre@axiaenergy.com

10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE)
UTU-85592

11. MINERAL OWNERSHIP
FEDERAL ◉ INDIAN ○ STATE ○ FEE ○

12. SURFACE OWNERSHIP
FEDERAL ○ INDIAN ○ STATE ○ FEE ◉

13. NAME OF SURFACE OWNER (if box 12 = 'fee')
Eddie R. & Ly-Thi Jensen

14. SURFACE OWNER PHONE (if box 12 = 'fee')
435-545-2826

15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee')
HC 69 Box 109A, Randlett, UT 84063

16. SURFACE OWNER E-MAIL (if box 12 = 'fee')

17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN')

18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS
YES ○ (Submit Commingling Application) NO ◉

19. SLANT
VERTICAL ○ DIRECTIONAL ◉ HORIZONTAL ○

20. LOCATION OF WELL	FOOTAGES	QTR-QTR	SECTION	TOWNSHIP	RANGE	MERIDIAN
LOCATION AT SURFACE	594 FNL 284 FEL	NENE	32	7.0 S	20.0 E	S
Top of Uppermost Producing Zone	528 FNL 460 FWL	NWNW	33	7.0 S	20.0 E	S
At Total Depth	528 FNL 460 FWL	NWNW	33	7.0 S	20.0 E	S

21. COUNTY
UINTAH

22. DISTANCE TO NEAREST LEASE LINE (Feet)
284

23. NUMBER OF ACRES IN DRILLING UNIT
40

25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completed)
16

26. PROPOSED DEPTH
MD: 7663 TVD: 7548

27. ELEVATION - GROUND LEVEL
4780

28. BOND NUMBER
UTB000464

29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE
49-2357

Hole, Casing, and Cement Information

String	Hole Size	Casing Size	Length	Weight	Grade & Thread	Max Mud Wt.	Cement	Sacks	Yield	Weight
SURF	11	8.625	0 - 1500	24.0	J-55 LT&C	8.7	Premium Lite High Strength	145	2.97	11.5
							Class G	115	1.16	15.8
PROD	7.875	5.5	0 - 7218	17.0	N-80 LT&C	9.2	Premium Lite High Strength	450	2.31	12.0

ATTACHMENTS

VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES

- ☑ WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER
- ☑ COMPLETE DRILLING PLAN
- ☑ AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)
- ☐ FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER
- ☑ DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)
- ☑ TOPOGRAPHICAL MAP

NAME Don Hamilton **TITLE** Permitting Agent (Buys & Associates, Inc) **PHONE** 435 719-2018

SIGNATURE **DATE** 03/21/2013 **EMAIL** starpoint@etv.net

API NUMBER ASSIGNED 43047537030000 **APPROVAL**

Received: March 28, 2013

DRILLING PLAN

Axia Energy, LLC
Three Rivers Project
Three Rivers Federal #33-11-720
NWNW Sec 33 T7S R20E
Uintah County, Utah

1. ESTIMATED FORMATION TOPS

FORMATION		TOP (TVD)	COMMENTS
Uinta		Surface	Gas & Degraded Oil; Possible Brackish H_2O
Green River*		3,276′	Oil & Associated Gas
Lower Green River*		5,296′	Oil & Associated Gas
Wasatch*		7,148′	Oil & Associated Gas
TD	7,663′ (MD)	7,548′ (TVD)	

NOTE: Datum, Ground Level (GL) Elevation: 4,780′; Asterisks (*) denotes target pay intervals

A) The Bureau of Land Management (BLM) will be notified within 24 hours of spudding the well. The State of Utah, Division of Oil, Gas and Mining will be notified within 24 hours of spudding the well.

2. CASING PROGRAM

CASING	HOLE SIZE	DEPTH SET (MD)	CSG SIZE	WGHT	GRD	THRD	CAPACITY (bbl/ft)
CONDUCTOR		50-75	13 3/8				
SURFACE	11	1300 ±	8 ⅝	24.0	J-55	LTC	0.0636
PRODUCTION	7 ⅞	7,218′	5 ½	17.0	N-80	LTC	0.0232

NOTE: All casing depth intervals are to surface unless otherwise noted.

Casing Specs

SIZE (in)	ID (in)	DRIFT DIA (in)	COLLAPSE RESISTANCE (psi)	INTERNAL YIELD (psi)	TENSILE YIELD (lbs)	JOINT STRENGTH (lbs)
8 ⅝	8.097	7.972	1,370	2,950	381,000	244,000
5 ½	4.892	4.767	6,280	7,740	397,000	348,000

A) The Bureau of Land Management will be notified 24 hours prior to running casing, cementing, and BOPE testing

B) As per 43 CFR 3160, Onshore Oil and Gas Order No. 2, Drilling Operations, Part B.1 h:

a) Prior to drilling out cement, all casing strings will be pressure tested to 0.22 psi/ft of casing length or 1500 psi, whichever is greater, but not to exceed 70% of minimum internal yield. Pressure decline must not be greater than 10% in 30 minutes.

Received: March 21, 2013

FLOAT EQUIPMENT

SURFACE (8 ⅝): Float Shoe, 1 JNT Casing, Float Collar

Centralizers: 1st 4 Joints: every joint
Remainder: every third joint

PRODUCTION (5 ½): Float Shoe, 1 JNT Casing, Float Collar

Centralizers: 1st 4 Joints: every joint
Remainder: every third joint 500' into surface casing

NOTE: 5 ½" 17# N-80 or equivalent marker collar or casing joints will be placed at the top of the Green River and approximately 400' above the Wasatch.

3. CEMENT PROGRAM

CONDUCTOR (13 ⅜): Ready Mix – Cement to surface

SURFACE (8 ⅝): Cement Top: Surface

Lead: 145 sks, Premium Lightweight Cmt w/ additives, 11.50 ppg, 2.97 cf/sk, 50% excess

Tail: 115 sks Class G Cement w/ additives, 15.80 ppg, 1.16 cf/sk, 50% excess

NOTE: The above volumes are based on a gauge-hole + 50% excess.

PRODUCTION (5 ½): Cement Top – 2,700'

450 sacks – Light Premium Cement w/ additives – 12.0 ppg, 2.31 ft3/sk – 20% excess

NOTE: The above volumes are based on gauge hole + 20% excess. Adjustments will be made and volumes will be caliper + 10%.

NOTE: The above volumes are based on a gauged-hole. Adjustments will be made based on caliper.

A) For Surface casing, if cement falls or does not circulate to surface, cement will be topped off.

B) Cement will not be placed down annulus with a 1" pipe unless BLM is contacted.

C) The Bureau of Land Management will be notified 24 hours prior to running casing and cementing.

D) As per 43 CFR 3160, Onshore Oil and Gas Order No.2, Drilling Operations, Part B:

a) All waiting on cement times shall be adequate to achieve a minimum of 500 psi compressive strength at the casing shoe (minimum of 8 hours) prior to drilling out.

b) Prior to drilling out cement, casing will be pressure tested to 1500 psi. Pressure decline must not be greater than 10% (150 psi) in 30 minutes.

Received: March 21, 2013

4. PRESSURE CONTROL EQUIPMENT

A) The Bureau of Land Management will be notified 24 hours prior to all BOPE pressure tests. The State of Utah, Division of Oil, Gas and Mining will be notified 24 hours prior to all BOPE pressure tests.

B) The BOPE shall be closed whenever the well is unattended.

C) As per 43 CFR 3160, Onshore Oil and Gas Order No. 2, Drilling Operations, Part A:

a) All BOPE connections subjected to well pressure will be flanged, welded, or clamped.

b) Choke Manifold:

i) Tee blocks or targeted 'T's will be used and anchored to prevent slip and reduce vibration.

ii) Two adjustable chokes will be used in the choke manifold.

iii) All valves (except chokes) in kill line choke manifold and choke line will not restrict the flow.

iv) Pressure gauges in the well control system will be designed for drilling fluid.

D) BOPE Testing:

a) BOPE shall be pressure tested when initially installed, whenever any seal subject to pressure testing is broken, or after repairs.

b) All BOP tests will be performed with a test plug in place.

c) BOP will be tested to full stack working pressure and annular preventer to 50% stack working pressure.

INTERVAL	BOP EQUIPMENT
0 – 1300 ±	11" Diverter with Rotating Head
1300 ± – TD	3,000# Ram Double BOP & Annular with Diverter & Rotating Head

NOTE: Drilling spool to accommodate choke and kill lines.

5. MUD PROGRAM

A) Mud test will be performed at least every 24 hours and after mudding up to determine density, viscosity, gel strength, filtration, and pH.

B) Gas-detecting equipment will be installed and operated in the mud-return system from top of Green River Formation to TD.

a) Flare line discharge will be located no less than 100 feet from the wellhead using straight or targeted 'T's and anchors.

INTERVAL	MUD WGHT	VISC	FLUID LOSS	COMMENTS
SURF – 1300 ±	8.4 – 8.7 ppg	32	NC	Spud Mud
1300 ± – TD	8.6 – 9.2 ppg	40	NC	DAP/Gel

NOTE: Mud weight increases will be directed by hole conditions.

6. ABNORMAL CONDITIONS

A) No abnormal pressures or temperatures are anticipated.

a) Estimated bottom hole pressure at TD will be approximately 3,102 psi (normal pressure gradient: 0.433 psi/ft).

b) Estimated maximum surface pressure will be approximately 1,576 psi (estimated bottom hole minus pressure of partially evacuated hole (gradient: 0.220 psi/ft)).

B) No hydrogen sulfide is anticipated.

Received: March 21, 2013

INTERVAL	CONDITION
SURF – 1300 ±	Lost Circulation Possible
1300 ± – TD	Lost Circulation Possible

7. AUXILIARY EQUIPMENT

A) Choke Manifold

B) Upper and lower kelly cock with handle available

C) Stabbing valve

D) Safety valve and subs to fit all string connections in use

8. SURVEY & LOGGING PROGRAMS

A) Cores: None anticipated.

B) Testing: None anticipated.

C) Directional Drilling: Directional tools will be used to locate the bottom hole per the attached directional plan +/-.

D) Open Hole Logs: TD to surface casing: resistivity, neutron density, gamma ray and caliper.

E) Mud Logs: Computerized 2-person logging unit will catch and describe 10 foot samples from top of Green River Formation to TD; record and monitor gas shows and record drill times (normal mud logging duties).

9. HAZARDOUS MATERIALS

In accordance with Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, no chemicals subject to reporting in an amount equal to or greater than 10,000 pounds will be used, produced, stored, transported, or disposed of annually in association with the drilling of this well. Furthermore, no extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities (TPQ), will be used, produced, stored, transported, or disposed of in association with the drilling of this well.

Received: March 21, 2013

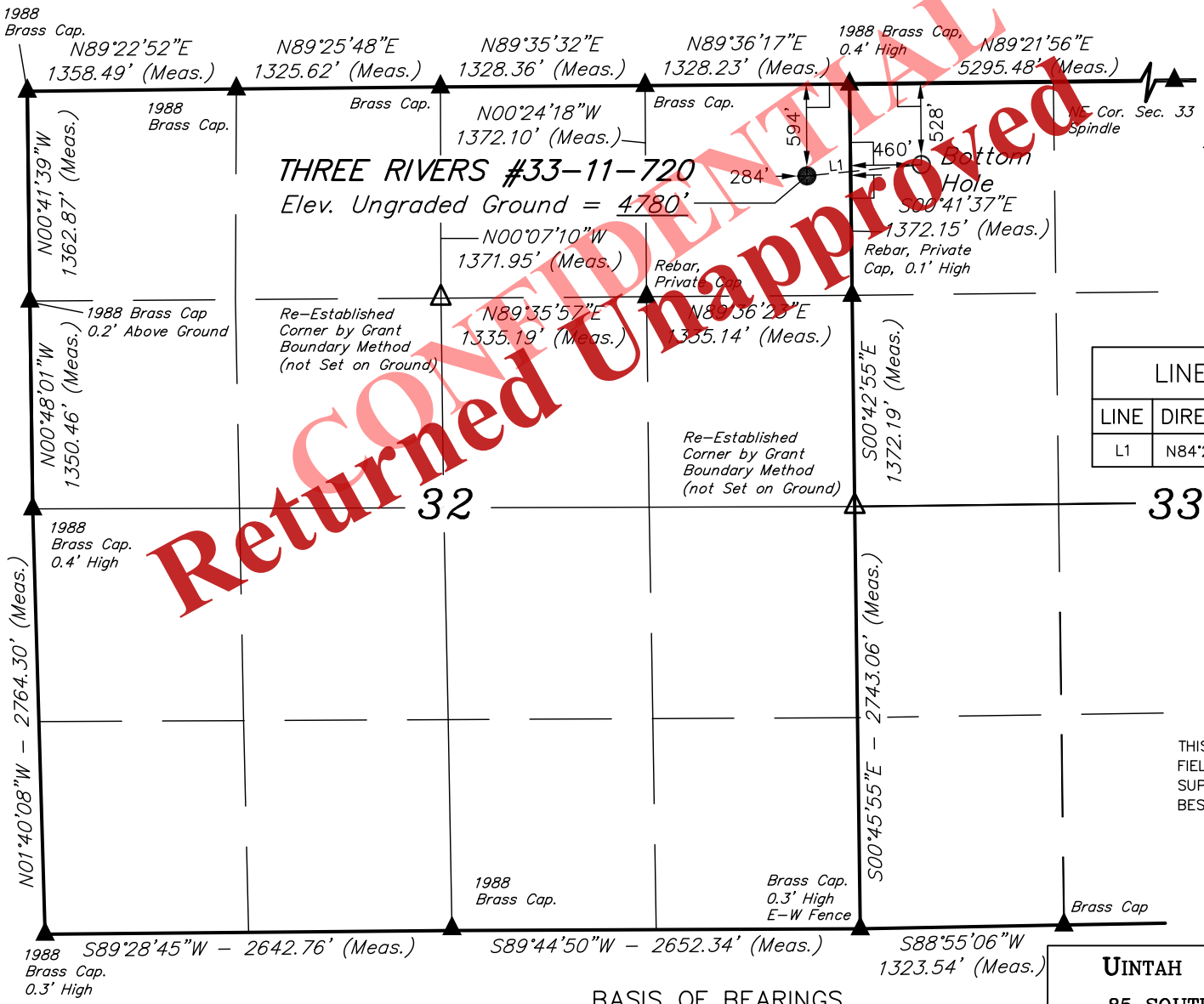
T7S, R20E, S.L.B.&M.

AXIA ENERGY

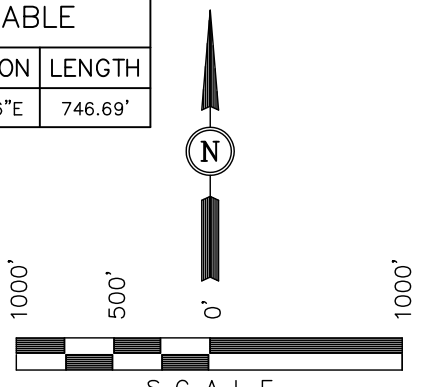
Well location, THREE RIVERS #33-11-720, located as shown in the NE 1/4 NE 1/4 of Section 32, T7S, R20E, S.L.B.&M., Uintah County, Utah.

BASIS OF ELEVATION

BENCH MARK (38EAM) LOCATED IN THE SW 1/4 OF SECTION 9, T7S, R20E, S.L.B.&M. TAKEN FROM THE PELICAN LAKE, QUADRANGLE, UTAH, UINTAH COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 4942 FEET.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N84°22'16"E	746.69'



SCALE

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH

REGISTERED LAND SURVEYOR NO. 161319 ROBERT L. KAY STATE OF UTAH 05-16-14

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

LEGEND:

- ⌞ = 90° SYMBOL
- ● = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.

NAD 83 (TARGET BOTTOM HOLE)	NAD 83 (SURFACE LOCATION)
LATITUDE = 40°10'20.62" (40.172394)	LATITUDE = 40°10'19.89" (40.172192)
LONGITUDE = 109°40'54.41" (109.681781)	LONGITUDE = 109°41'03.98" (109.684439)
NAD 27 (TARGET BOTTOM HOLE)	**NAD 27 (SURFACE LOCATION)**
LATITUDE = 40°10'20.75" (40.172431)	LATITUDE = 40°10'20.03" (40.172231)
LONGITUDE = 109°40'51.91" (109.681086)	LONGITUDE = 109°41'01.48" (109.683744)

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE	DATE SURVEYED:	DATE DRAWN:
1" = 1000'	04-24-12	04-24-12
PARTY: G.O. S.W. K.O.	REFERENCES: G.L.O. PLAT	
WEATHER: WARM	FILE: AXIA ENERGY	

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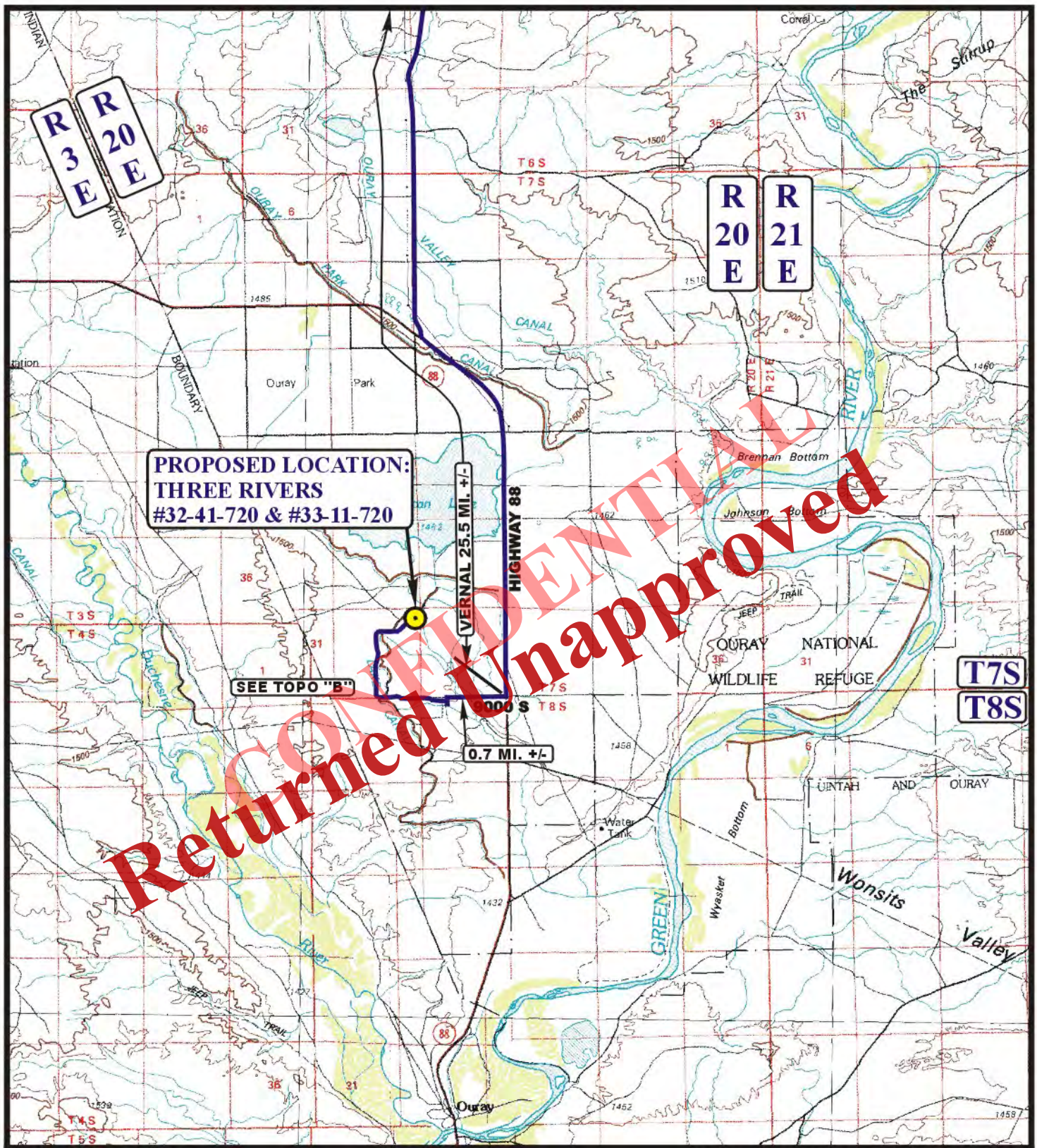


LEGEND:

PROPOSED LOCATION

N

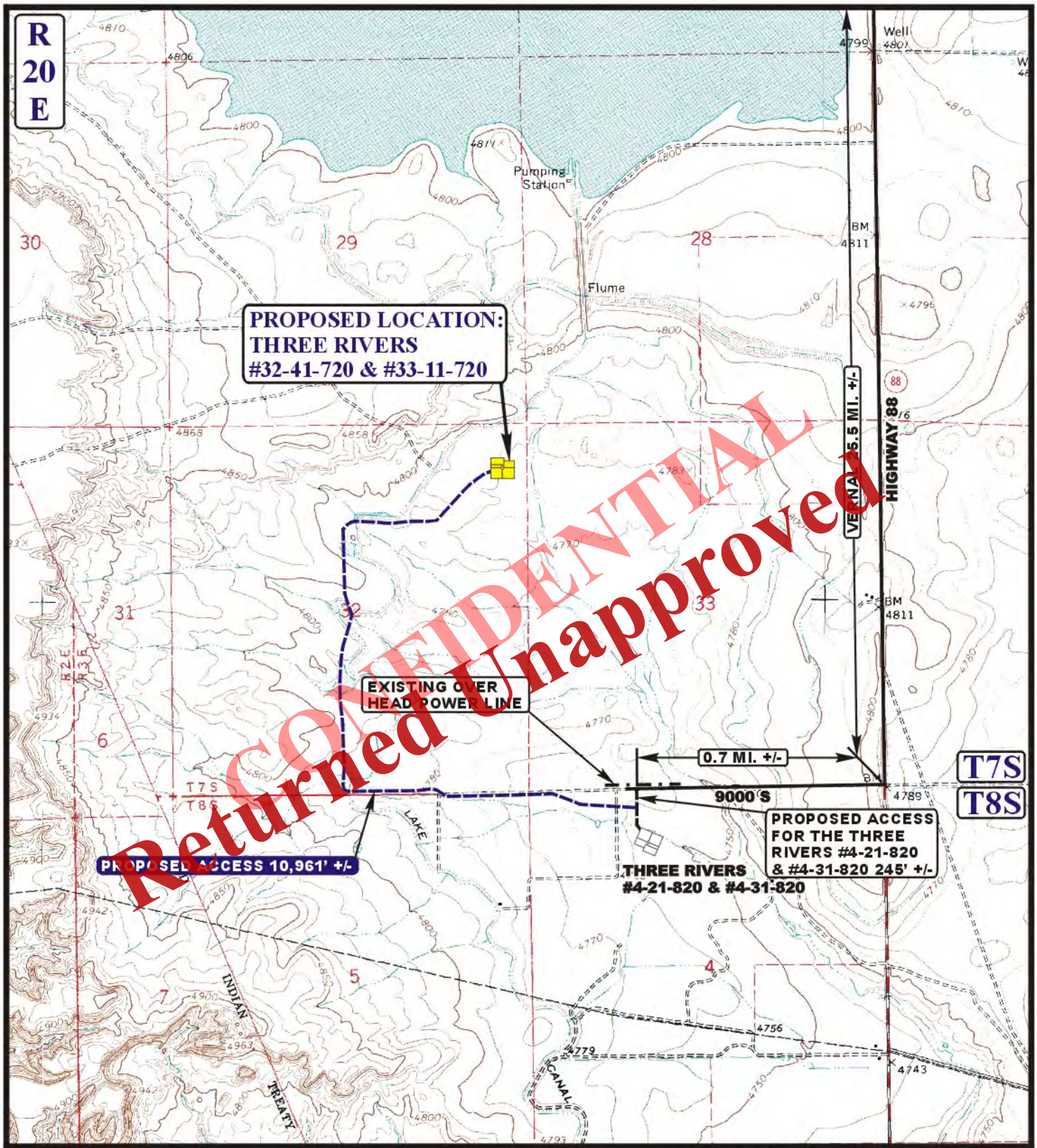
AXIA ENERGY

THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

ACCESS ROAD MAP	04 MONTH	30 DAY	12 YEAR	A TOPO
SCALE: 1:100,000	DRAWN BY: C.I.	REVISED: 00-00-00		

Received: March 21, 2013



LEGEND:

EXISTING ROAD
PROPOSED ACCESS ROAD
EXISTING POWER LINE

N

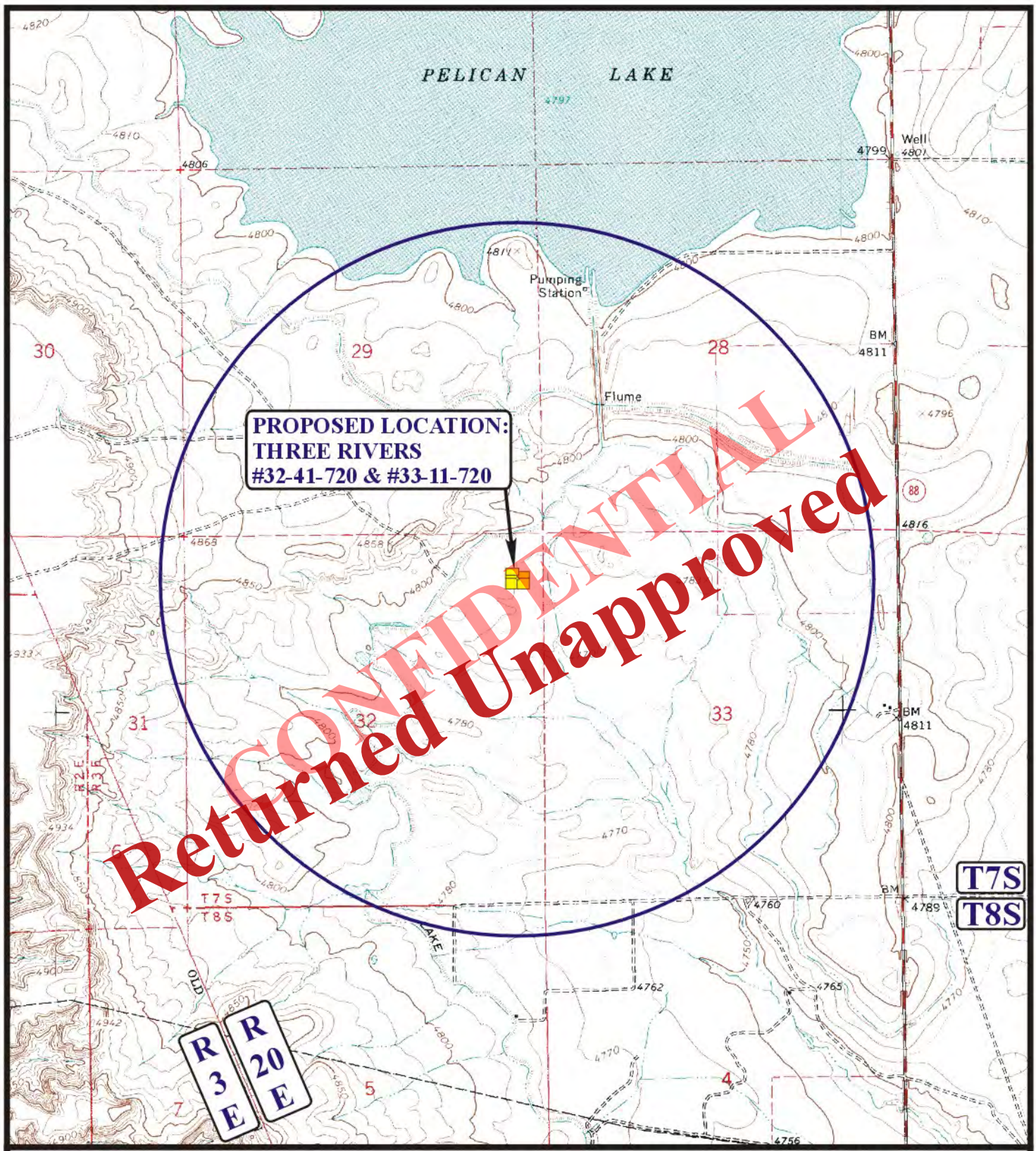
AXIA ENERGY

THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

ACCESS ROAD MAP	04 MONTH	30 DAY	12 YEAR	B TOPO
SCALE: 1" = 2000'	DRAWN BY: C.I.	REVISED: 00-00-00		

Received: March 21, 2013



LEGEND:

- DISPOSAL WELLS
- PRODUCING WELLS
- SHUT IN WELLS
- ABANDONED WELLS
- TEMPORARILY ABANDONED

N

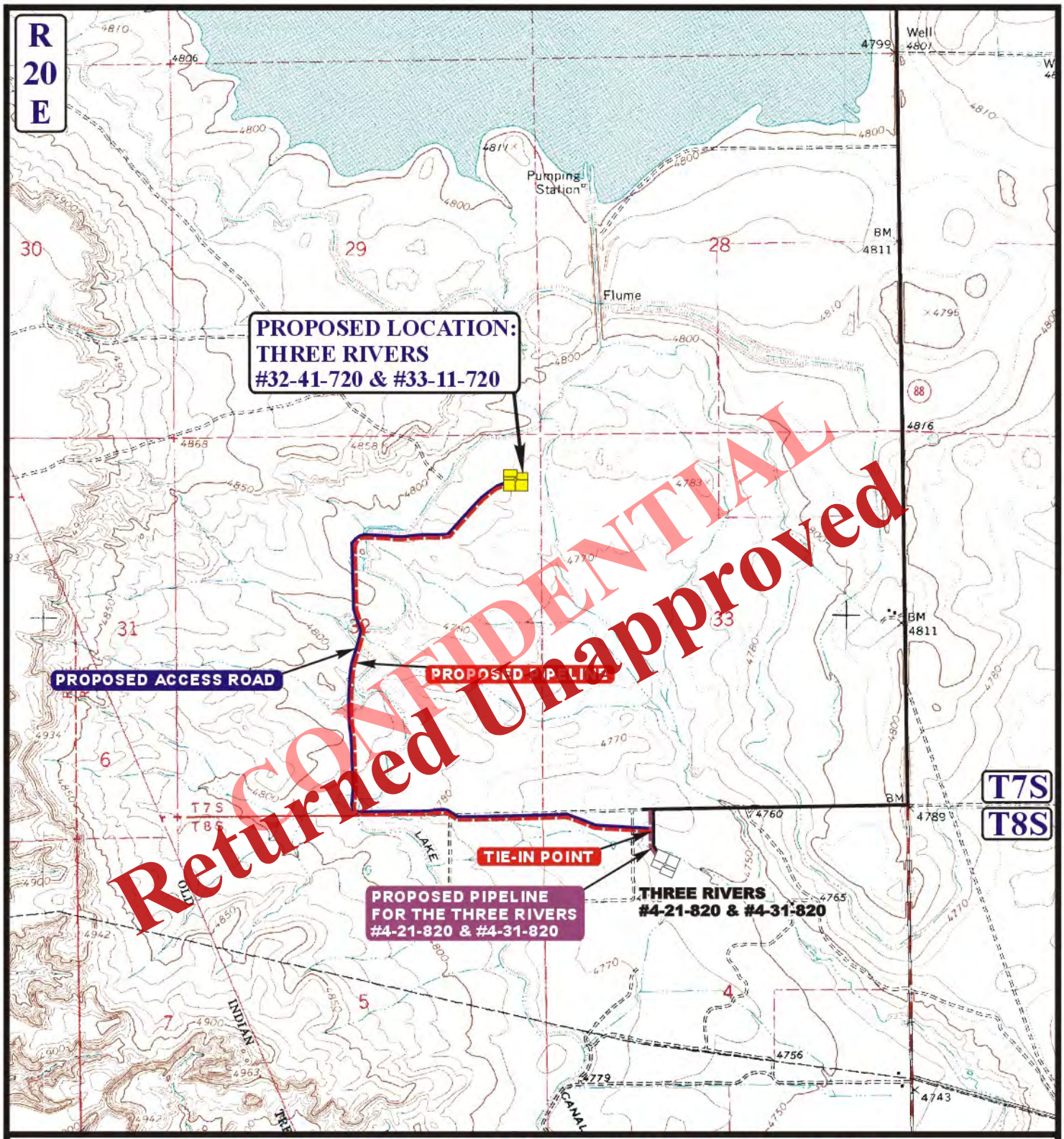
AXIA ENERGY

THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	12 YEAR	C TOPO
SCALE: 1" = 2000'	DRAWN BY: C.I.	REVISED: 00-00-00		

Received: March 21, 2013



APPROXIMATE TOTAL PIPELINE DISTANCE = 10,950' +/-

LEGEND:

PROPOSED ACCESS ROAD

PROPOSED PIPELINE

PROPOSED PIPELINE (SERVICING OTHER WELLS)

N

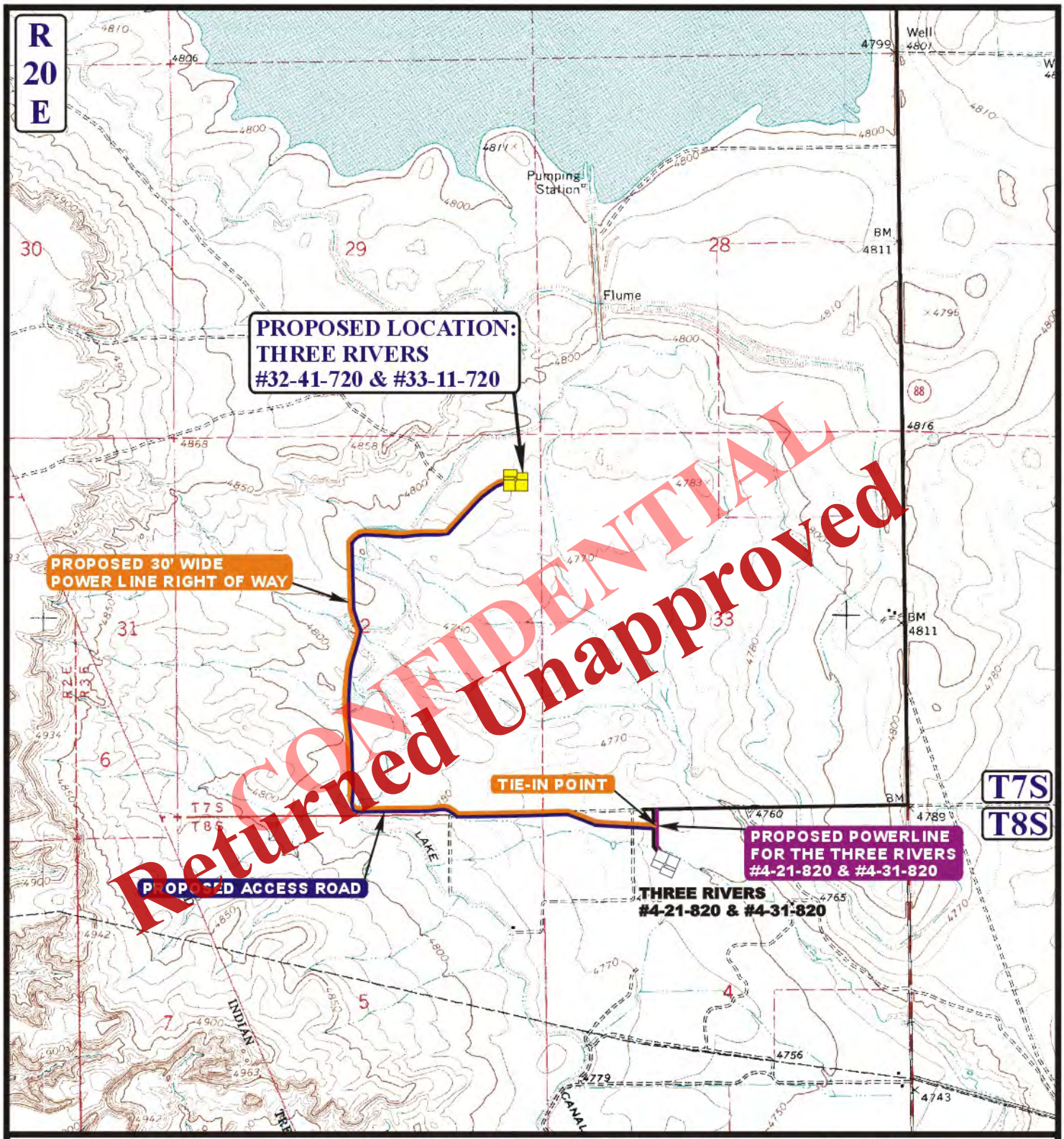
AXIA ENERGY

THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	12 YEAR	D TOPO
SCALE: 1" = 2000'	DRAWN BY: C.I.	REVISED: 00-00-00		

Received: March 21, 2013



APPROXIMATE TOTAL POWER LINE DISTANCE = 11,020' +/-

LEGEND:

- PROPOSED ACCESS ROAD
- PROPOSED POWER LINE
- PROPOSED POWER LINE (SERVICING OTHER WELLS)

N

AXIA ENERGY

THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	12 YEAR	E TOPO
SCALE: 1" = 2000'	DRAWN BY: C.I.	REVISED: 00-00-00		

Received: March 21, 2013

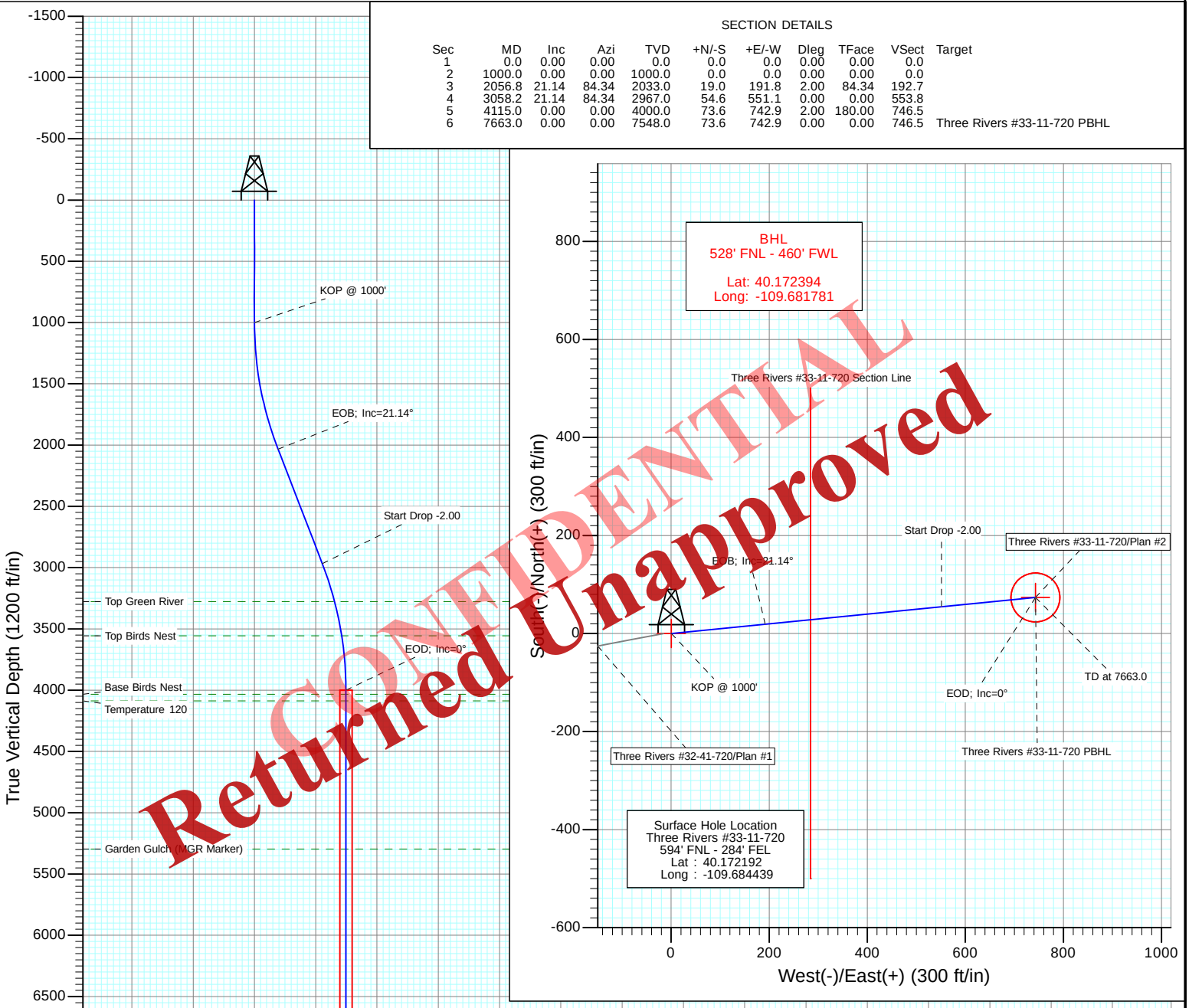
Axia Energy

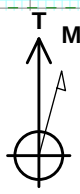
Project: Uintah County, UT
Site: SEC 32-T7S-R20E
Well: Three Rivers #33-11-720
Wellbore: DD
Design: Plan #2

CATHEDRAL

SECTION DETAILS

Sec	MD	Inc	Azi	TVD	+N/-S	+E/-W	Dleg	TFace	VSect	Target
1	0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.0	
2	1000.0	0.00	0.00	1000.0	0.0	0.0	0.00	0.00	0.0	
3	2056.8	21.14	84.34	2033.0	19.0	191.8	2.00	84.34	192.7	
4	3058.2	21.14	84.34	2967.0	54.6	551.1	0.00	0.00	553.8	
5	4115.0	0.00	0.00	4000.0	73.6	742.9	2.00	180.00	746.5	
6	7663.0	0.00	0.00	7548.0	73.6	742.9	0.00	0.00	746.5	Three Rivers #33-11-720 PBHL





Azimuths to True North
Magnetic North: 11.05°

Magnetic Field
Strength: 52299.2snT
Dip Angle: 65.95°
Date: 6/14/2012
Model: IGRF2010

FORMATION TOP DETAILS

TVDPath	MDPath	Formation
3276.0	3383.0	Top Green River
3556.0	3669.2	Top Birds Nest
4033.0	4148.0	Base Birds Nest
4087.0	4202.0	Temperature 120
5296.0	5411.0	Garden Gulch (MGR Marker)
6998.0	7113.0	Top Uteland Butte (LGR Marker)
7148.0	7263.0	Top Wasatch (Base Uteland)

Plan #2
Three Rivers #33-11-720
12xxx; LR
WELL @ 4796.0ft (Original Well Elev)
GL @ 4780.0
North American Datum 1983
Well Three Rivers #33-11-720, True North

Type	Target	Azimuth	Origin Type	N/S	E/W	From TVD
Target	Three Rivers #33-11-720 PBHL	84.34	Slot	0.0	0.0	0.0

	TVD	+N/-S	+E/-W	Latitude	Longitude
Three Rivers #33-11-720 Section Line	-9148.0	0.0	0.0	40.172192	-109.684439
Three Rivers #33-11-720 PBHL	7548.0	73.6	742.9	40.172394	-109.681781

Received: March 21, 2013

Planning Report

Database:	USA EDM 5000 Multi Users DB	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Company:	Axia Energy	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Project:	Uintah County, UT	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site:	SEC 32-T7S-R20E	**North Reference:**	True
Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Wellbore:	DD		
Design:	Plan #2		

Project	Uintah County, UT		
Map System:	US State Plane 1983	**System Datum:**	Mean Sea Level
Geo Datum:	North American Datum 1983		
Map Zone:	Utah Northern Zone		

Site	SEC 32-T7S-R20E				
Site Position:		**Northing:**	3,224,156.48 ft	**Latitude:**	40.163383
From:	Lat/Long	**Easting:**	2,144,775.24 ft	**Longitude:**	-109.695589
Position Uncertainty:	0.0 ft	**Slot Radius:**	13.200 in	**Grid Convergence:**	1.19 °

Well	Three Rivers #33-11-720				
Well Position	**+N/-S** 0.0 ft	**Northing:**	3,227,430.21 ft	**Latitude:**	40.172192
	+E/-W 0.0 ft	**Easting:**	2,147,824.30 ft	**Longitude:**	-109.684439
Position Uncertainty	0.0 ft	**Wellhead Elevation:**	ft	**Ground Level:**	4,780.0 ft

Wellbore	DD			
Magnetics	**Model Name**	**Sample Date**	**Declination (°)**	**Dip Angle (°)**	**Field Strength (nT)**
	IGRF2010	6/14/2012	11.05	65.95	52,299

Design	Plan #2			
Audit Notes:				
Version:	**Phase:**	PLAN	**Tie On Depth:**	0.0

Vertical Section:	**Depth From (TVD) (ft)**	**+N/-S (ft)**	**+E/-W (ft)**	**Direction (°)**
	0.0	0.0	0.0	84.34

Plan Sections

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	TFO (°)	Target
0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.00	0.00	
1,000.0	0.00	0.00	1,000.0	0.0	0.0	0.00	0.00	0.00	0.00	
2,056.8	21.14	84.34	2,033.0	19.0	191.8	2.00	2.00	0.00	84.34	
3,058.2	21.14	84.34	2,967.0	54.6	551.1	0.00	0.00	0.00	0.00	
4,115.0	0.00	0.00	4,000.0	73.6	742.9	2.00	-2.00	0.00	180.00	
7,663.0	0.00	0.00	7,548.0	73.6	742.9	0.00	0.00	0.00	0.00	Three Rivers #33-11-7

Database:	USA EDM 5000 Multi Users DB	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Company:	Axia Energy	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Project:	Uintah County, UT	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site:	SEC 32-T7S-R20E	**North Reference:**	True
Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Wellbore:	DD		
Design:	Plan #2		

Planned Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Comments / Formations
0.0	0.00	0.00	0.0	0.0	0.0	0.0	0.00	0.00	
100.0	0.00	0.00	100.0	0.0	0.0	0.0	0.00	0.00	
200.0	0.00	0.00	200.0	0.0	0.0	0.0	0.00	0.00	
300.0	0.00	0.00	300.0	0.0	0.0	0.0	0.00	0.00	
400.0	0.00	0.00	400.0	0.0	0.0	0.0	0.00	0.00	
500.0	0.00	0.00	500.0	0.0	0.0	0.0	0.00	0.00	
600.0	0.00	0.00	600.0	0.0	0.0	0.0	0.00	0.00	
700.0	0.00	0.00	700.0	0.0	0.0	0.0	0.00	0.00	
800.0	0.00	0.00	800.0	0.0	0.0	0.0	0.00	0.00	
900.0	0.00	0.00	900.0	0.0	0.0	0.0	0.00	0.00	
1,000.0	0.00	0.00	1,000.0	0.0	0.0	0.0	0.00	0.00	KOP @ 1000'
1,100.0	2.00	84.34	1,100.0	0.2	1.7	1.7	2.00	2.00	
1,200.0	4.00	84.34	1,199.8	0.7	6.9	7.0	2.00	2.00	
1,300.0	6.00	84.34	1,299.5	1.5	15.6	15.7	2.00	2.00	
1,400.0	8.00	84.34	1,398.7	2.7	27.7	27.9	2.00	2.00	
1,500.0	10.00	84.34	1,497.5	4.3	43.3	43.5	2.00	2.00	
1,600.0	12.00	84.34	1,595.6	6.2	62.3	62.6	2.00	2.00	
1,700.0	14.00	84.34	1,693.1	8.4	84.7	85.1	2.00	2.00	
1,800.0	16.00	84.34	1,789.6	10.9	110.4	111.0	2.00	2.00	
1,900.0	18.00	84.34	1,885.3	13.8	139.5	140.2	2.00	2.00	
2,000.0	20.00	84.34	1,979.8	17.0	171.9	172.8	2.00	2.00	
2,056.8	21.14	84.34	2,033.0	19.0	191.8	192.7	2.00	2.00	EOB; Inc=21.14°
2,100.0	21.14	84.34	2,073.3	20.5	207.3	208.3	0.00	0.00	
2,200.0	21.14	84.34	2,166.6	24.1	243.2	244.4	0.00	0.00	
2,300.0	21.14	84.34	2,259.8	27.7	279.1	280.4	0.00	0.00	
2,400.0	21.14	84.34	2,353.1	31.2	314.9	316.5	0.00	0.00	
2,500.0	21.14	84.34	2,446.4	34.8	350.8	352.5	0.00	0.00	
2,600.0	21.14	84.34	2,539.6	38.3	386.7	388.6	0.00	0.00	
2,700.0	21.14	84.34	2,632.9	41.9	422.6	424.7	0.00	0.00	
2,800.0	21.14	84.34	2,726.2	45.4	458.5	460.7	0.00	0.00	
2,900.0	21.14	84.34	2,819.5	49.0	494.4	496.8	0.00	0.00	
3,000.0	21.14	84.34	2,912.7	52.5	530.2	532.8	0.00	0.00	
3,058.2	21.14	84.34	2,967.0	54.6	551.1	553.8	0.00	0.00	Start Drop -2.00
3,100.0	20.30	84.34	3,006.1	56.1	565.8	568.6	2.00	-2.00	
3,200.0	18.30	84.34	3,100.5	59.3	598.7	601.7	2.00	-2.00	
3,300.0	16.30	84.34	3,196.0	62.3	628.3	631.4	2.00	-2.00	
3,383.0	14.64	84.34	3,276.0	64.5	650.4	653.5	2.00	-2.00	Top Green River
3,400.0	14.30	84.34	3,292.4	64.9	654.6	657.8	2.00	-2.00	
3,500.0	12.30	84.34	3,389.7	67.1	677.5	680.8	2.00	-2.00	
3,600.0	10.30	84.34	3,487.8	69.1	697.0	700.4	2.00	-2.00	
3,669.2	8.92	84.34	3,556.0	70.2	708.4	711.9	2.00	-2.00	Top Birds Nest
3,700.0	8.30	84.34	3,586.5	70.7	713.0	716.5	2.00	-2.00	
3,800.0	6.30	84.34	3,685.7	71.9	725.7	729.2	2.00	-2.00	
3,900.0	4.30	84.34	3,785.2	72.8	734.9	738.5	2.00	-2.00	
4,000.0	2.30	84.34	3,885.0	73.4	740.6	744.2	2.00	-2.00	
4,100.0	0.30	84.34	3,985.0	73.6	742.9	746.5	2.00	-2.00	
4,115.0	0.00	0.00	4,000.0	73.6	742.9	746.5	2.00	-2.00	EOD; Inc=0°
4,148.0	0.00	0.00	4,033.0	73.6	742.9	746.5	0.00	0.00	Base Birds Nest
4,200.0	0.00	0.00	4,085.0	73.6	742.9	746.5	0.00	0.00	
4,202.0	0.00	0.00	4,087.0	73.6	742.9	746.5	0.00	0.00	Temperature 120
4,300.0	0.00	0.00	4,185.0	73.6	742.9	746.5	0.00	0.00	
4,400.0	0.00	0.00	4,285.0	73.6	742.9	746.5	0.00	0.00	

Database:	USA EDM 5000 Multi Users DB	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Company:	Axia Energy	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Project:	Uintah County, UT	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site:	SEC 32-T7S-R20E	**North Reference:**	True
Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Wellbore:	DD		
Design:	Plan #2		

Planned Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Comments / Formations
4,500.0	0.00	0.00	4,385.0	73.6	742.9	746.5	0.00	0.00	
4,600.0	0.00	0.00	4,485.0	73.6	742.9	746.5	0.00	0.00	
4,700.0	0.00	0.00	4,585.0	73.6	742.9	746.5	0.00	0.00	
4,800.0	0.00	0.00	4,685.0	73.6	742.9	746.5	0.00	0.00	
4,900.0	0.00	0.00	4,785.0	73.6	742.9	746.5	0.00	0.00	
5,000.0	0.00	0.00	4,885.0	73.6	742.9	746.5	0.00	0.00	
5,100.0	0.00	0.00	4,985.0	73.6	742.9	746.5	0.00	0.00	
5,200.0	0.00	0.00	5,085.0	73.6	742.9	746.5	0.00	0.00	
5,300.0	0.00	0.00	5,185.0	73.6	742.9	746.5	0.00	0.00	
5,400.0	0.00	0.00	5,285.0	73.6	742.9	746.5	0.00	0.00	
5,411.0	0.00	0.00	5,296.0	73.6	742.9	746.5	0.00	0.00	Garden Gulch (MGR Marker)
5,500.0	0.00	0.00	5,385.0	73.6	742.9	746.5	0.00	0.00	
5,600.0	0.00	0.00	5,485.0	73.6	742.9	746.5	0.00	0.00	
5,700.0	0.00	0.00	5,585.0	73.6	742.9	746.5	0.00	0.00	
5,800.0	0.00	0.00	5,685.0	73.6	742.9	746.5	0.00	0.00	
5,900.0	0.00	0.00	5,785.0	73.6	742.9	746.5	0.00	0.00	
6,000.0	0.00	0.00	5,885.0	73.6	742.9	746.5	0.00	0.00	
6,100.0	0.00	0.00	5,985.0	73.6	742.9	746.5	0.00	0.00	
6,200.0	0.00	0.00	6,085.0	73.6	742.9	746.5	0.00	0.00	
6,300.0	0.00	0.00	6,185.0	73.6	742.9	746.5	0.00	0.00	
6,400.0	0.00	0.00	6,285.0	73.6	742.9	746.5	0.00	0.00	
6,500.0	0.00	0.00	6,385.0	73.6	742.9	746.5	0.00	0.00	
6,600.0	0.00	0.00	6,485.0	73.6	742.9	746.5	0.00	0.00	
6,700.0	0.00	0.00	6,585.0	73.6	742.9	746.5	0.00	0.00	
6,800.0	0.00	0.00	6,685.0	73.6	742.9	746.5	0.00	0.00	
6,900.0	0.00	0.00	6,785.0	73.6	742.9	746.5	0.00	0.00	
7,000.0	0.00	0.00	6,885.0	73.6	742.9	746.5	0.00	0.00	
7,100.0	0.00	0.00	6,985.0	73.6	742.9	746.5	0.00	0.00	
7,113.0	0.00	0.00	6,998.0	73.6	742.9	746.5	0.00	0.00	Top Uteland Butte (LGR Marker)
7,200.0	0.00	0.00	7,085.0	73.6	742.9	746.5	0.00	0.00	
7,263.0	0.00	0.00	7,148.0	73.6	742.9	746.5	0.00	0.00	Top Wasatch (Base Uteland)
7,300.0	0.00	0.00	7,185.0	73.6	742.9	746.5	0.00	0.00	
7,400.0	0.00	0.00	7,285.0	73.6	742.9	746.5	0.00	0.00	
7,500.0	0.00	0.00	7,385.0	73.6	742.9	746.5	0.00	0.00	
7,600.0	0.00	0.00	7,485.0	73.6	742.9	746.5	0.00	0.00	
7,663.0	0.00	0.00	7,548.0	73.6	742.9	746.5	0.00	0.00	TD at 7663.0

Targets

Target Name - hit/miss target - Shape	Dip Angle (°)	Dip Dir. (°)	TVD (ft)	+N/-S (ft)	+E/-W (ft)	Northing (ft)	Easting (ft)	Latitude	Longitude
Three Rivers #33-11-72(	0.00	0.00	7,548.0	73.6	742.9	3,227,519.34	2,148,565.50	40.172394	-109.681781
- plan hits target center									
- Circle (radius 50.0)									
Three Rivers #33-11-72(	0.00	0.00	-9,148.0	0.0	0.0	3,227,430.21	2,147,824.30	40.172192	-109.684439
- plan misses target center by 9148.0ft at 0.0ft MD (0.0 TVD, 0.0 N, 0.0 E)									
- Polygon									
Point 1			-9,148.0	500.0	284.0	3,227,936.03	2,148,097.79		
Point 2			-9,148.0	-500.0	284.0	3,226,936.25	2,148,118.68		

Database:	USA EDM 5000 Multi Users DB	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Company:	Axia Energy	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Project:	Uintah County, UT	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site:	SEC 32-T7S-R20E	**North Reference:**	True
Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Wellbore:	DD		
Design:	Plan #2		

Formations

Measured Depth (ft)	Vertical Depth (ft)	Name	Lithology	Dip (°)	Dip Direction (°)
3,383.0	3,276.0	Top Green River			
3,669.2	3,556.0	Top Birds Nest			
4,148.0	4,033.0	Base Birds Nest			
4,202.0	4,087.0	Temperature 120			
5,411.0	5,296.0	Garden Gulch (MGR Marker)			
7,113.0	6,998.0	Top Uteland Butte (LGR Marker)			
7,263.0	7,148.0	Top Wasatch (Base Uteland)			

Plan Annotations

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates +N/-S (ft)	Local Coordinates +E/-W (ft)	Comment
1,000.0	1,000.0	0.0	0.0	KOP @ 1000'
2,056.8	2,033.0	19.0	191.8	EOB, Inc=21.14°
3,058.2	2,967.0	54.6	551.1	Start Drop -2.00
4,115.0	4,000.0	73.6	742.9	EOD, Inc=0°
7,663.0	7,548.0	73.6	742.9	TD at 7663.0

Axia Energy

Uintah County, UT
SEC 32-T7S-R20E
Three Rivers #33-11-720
DD
Plan #2

Anticollision Report

14 March, 2013

Received: March 21, 2013

Company:	Axia Energy	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Project:	Uintah County, UT	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Reference Site:	SEC 32-T7S-R20E	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site Error:	0.0ft	**North Reference:**	True
Reference Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Well Error:	0.0ft	**Output errors are at**	2.00 sigma
Reference Wellbore	DD	**Database:**	USA EDM 5000 Multi Users DB
Reference Design:	Plan #2	**Offset TVD Reference:**	Offset Datum

Reference	Plan #2		
Filter type:	NO GLOBAL FILTER: Using user defined selection & filtering criteria		
Interpolation Method:	MD Interval 100.0ft	**Error Model:**	ISCWSA
Depth Range:	Unlimited	**Scan Method:**	Closest Approach 3D
Results Limited by:	Maximum center-center distance of 1,268.1ft	**Error Surface:**	Elliptical Conic
Warning Levels Evaluated at:	2.00 **Sigma**		

Survey Tool Program **Date** 3/14/2013

From (ft)	To (ft)	Survey (Wellbore)	Tool Name	Description
0.0	7,663.0	Plan #2 (DD)	MWD	Geolink MWD

Summary

Site Name Offset Well - Wellbore - Design	Reference Measured Depth (ft)	Offset Measured Depth (ft)	Distance Between Centres (ft)	Distance Between Ellipses (ft)	Separation Factor	Warning
SEC 32-T7S-R20E						
Three Rivers #32-41-720 - DD - Plan #1	1,000.0	1,000.0	15.4	11.9	4.475	CC, ES, SF

Company:	Axia Energy	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Project:	Uintah County, UT	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Reference Site:	SEC 32-T7S-R20E	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site Error:	0.0ft	**North Reference:**	True
Reference Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Well Error:	0.0ft	**Output errors are at**	2.00 sigma
Reference Wellbore	DD	**Database:**	USA EDM 5000 Multi Users DB
Reference Design:	Plan #2	**Offset TVD Reference:**	Offset Datum

Offset Design SEC 32-T7S-R20E - Three Rivers #32-41-720 - DD - Plan #1 — **Offset Site Error:** 0.0 ft

Survey Program: 0-MWD — **Offset Well Error:** 0.0 ft

Reference Measured Depth (ft)	Reference Vertical Depth (ft)	Offset Measured Depth (ft)	Offset Vertical Depth (ft)	Semi Major Axis Reference (ft)	Semi Major Axis Offset (ft)	Highside Toolface (°)	Offset Wellbore Centre +N/-S (ft)	Offset Wellbore Centre +E/-W (ft)	Distance Between Centres (ft)	Distance Between Ellipses (ft)	Total Uncertainty Axis	Separation Factor	Warning
0.0	0.0	0.0	0.0	0.0	0.0	-89.97	0.0	-15.4	15.4				
100.0	100.0	100.0	100.0	0.1	0.1	-89.97	0.0	-15.4	15.4	15.1	0.29	52.426	
200.0	200.0	200.0	200.0	0.3	0.3	-89.97	0.0	-15.4	15.4	14.7	0.64	23.934	
300.0	300.0	300.0	300.0	0.5	0.5	-89.97	0.0	-15.4	15.4	14.4	0.99	15.506	
400.0	400.0	400.0	400.0	0.7	0.7	-89.97	0.0	-15.4	15.4	14.0	1.34	11.468	
500.0	500.0	500.0	500.0	0.8	0.8	-89.97	0.0	-15.4	15.4	13.7	1.69	9.099	
600.0	600.0	600.0	600.0	1.0	1.0	-89.97	0.0	-15.4	15.4	13.3	2.04	7.54	
700.0	700.0	700.0	700.0	1.2	1.2	-89.97	0.0	-15.4	15.4	13.0	2.39	6.438	
800.0	800.0	800.0	800.0	1.4	1.4	-89.97	0.0	-15.4	15.4	12.6	2.74	5.647	
900.0	900.0	900.0	900.0	1.5	1.5	-89.97	0.0	-15.4	15.4	12.3	3.09	4.982	
1,000.0	1,000.0	1,000.0	1,000.0	1.7	1.7	-89.97	0.0	-15.4	15.4	11.9	3.43	4.475	CC, ES, SF
1,100.0	1,100.0	1,099.4	1,099.3	1.9	1.9	-175.80	-0.3	-17.1	18.0	14.0	3.78	4.977	
1,200.0	1,199.8	1,198.0	1,197.8	2.1	2.1	-178.16	-1.3	-22.1	29.1	25.0	4.12	7.076	
1,300.0	1,299.5	1,295.2	1,294.7	2.3	2.3	-179.75	-2.8	-30.3	46.4	41.9	4.46	10.404	
1,400.0	1,398.7	1,390.4	1,389.2	2.5	2.5	179.33	-4.9	-41.8	70.3	65.5	4.78	14.693	
1,500.0	1,497.5	1,485.8	1,483.6	2.7	2.7	178.82	-7.4	-54.5	99.5	94.4	5.10	19.494	
1,600.0	1,595.6	1,580.3	1,577.2	3.0	2.9	178.57	-9.8	-67.5	132.0	126.6	5.42	24.377	
1,700.0	1,693.1	1,673.7	1,669.7	3.4	3.2	178.44	-12.2	-80.3	167.9	162.2	5.72	29.342	
1,800.0	1,789.6	1,765.7	1,760.8	3.8	3.4	178.37	-14.6	-92.9	207.0	200.9	6.02	34.390	
1,900.0	1,885.3	1,856.3	1,850.6	4.3	3.7	178.35	-16.9	-105.3	249.2	242.9	6.30	39.527	
2,000.0	1,979.8	1,945.4	1,938.8	4.9	3.9	178.34	-19.2	-117.5	294.6	288.0	6.58	44.756	
2,100.0	2,073.3	2,033.0	2,025.6	5.5	4.1	178.35	-21.5	-129.5	342.8	335.9	6.87	49.864	
2,200.0	2,166.6	2,120.4	2,112.1	6.1	4.4	178.38	-23.8	-141.5	391.5	384.3	7.20	54.403	
2,300.0	2,259.8	2,207.7	2,198.6	6.7	4.6	178.40	-26.0	-153.5	440.2	432.6	7.52	58.555	
2,400.0	2,353.1	2,295.1	2,285.0	7.4	4.9	178.42	-28.3	-165.5	488.8	481.0	7.84	62.369	
2,500.0	2,446.4	2,382.4	2,371.5	8.0	5.1	178.43	-30.5	-177.4	537.5	529.4	8.16	65.884	
2,600.0	2,539.6	2,469.7	2,458.0	8.7	5.4	178.44	-32.8	-189.4	586.2	577.7	8.48	69.135	
2,700.0	2,632.9	2,557.1	2,544.5	9.3	5.6	178.45	-35.0	-201.4	634.9	626.1	8.80	72.150	
2,800.0	2,726.2	2,644.5	2,631.0	10.0	5.9	178.46	-37.3	-213.4	683.6	674.4	9.12	74.954	
2,900.0	2,819.5	2,731.8	2,717.5	10.7	6.1	178.47	-39.5	-225.3	732.3	722.8	9.44	77.569	
3,000.0	2,912.7	2,819.2	2,804.0	11.3	6.4	178.47	-41.8	-237.3	780.9	771.2	9.76	80.013	
3,100.0	3,006.1	2,906.7	2,890.7	12.0	6.6	178.49	-44.1	-249.3	829.3	819.2	10.11	82.036	
3,200.0	3,100.5	2,995.6	2,978.7	12.6	6.9	178.51	-46.4	-261.5	875.2	864.7	10.50	83.368	
3,300.0	3,196.0	3,086.0	3,068.2	13.1	7.2	178.53	-48.7	-273.9	917.9	907.1	10.88	84.343	
3,400.0	3,292.4	3,177.8	3,159.1	13.6	7.4	178.54	-51.1	-286.5	957.5	946.2	11.26	84.998	
3,500.0	3,389.7	3,271.0	3,251.4	14.0	7.7	178.54	-53.5	-299.2	993.8	982.2	11.64	85.364	
3,600.0	3,487.8	3,365.3	3,344.8	14.4	8.0	178.54	-55.9	-312.2	1,026.9	1,014.8	12.01	85.470	
3,700.0	3,586.5	3,460.8	3,439.4	14.7	8.3	178.53	-58.4	-325.3	1,056.6	1,044.2	12.38	85.340	
3,800.0	3,685.7	3,557.3	3,534.9	14.9	8.6	178.52	-60.9	-338.5	1,083.0	1,070.2	12.74	84.996	
3,900.0	3,785.2	3,674.1	3,650.6	15.1	8.9	178.49	-63.8	-354.1	1,105.7	1,092.6	13.13	84.219	
4,000.0	3,885.0	3,835.6	3,811.4	15.3	9.2	178.46	-66.6	-369.0	1,120.8	1,107.2	13.59	82.499	
4,100.0	3,985.0	3,999.7	3,975.3	15.4	9.5	178.45	-67.7	-375.0	1,126.8	1,112.7	14.04	80.268	
4,200.0	4,085.0	4,109.4	4,085.0	15.4	9.6	-97.21	-67.7	-375.1	1,126.9	1,112.5	14.40	78.242	
4,300.0	4,185.0	4,209.4	4,185.0	15.5	9.8	-97.21	-67.7	-375.1	1,126.9	1,112.1	14.75	76.385	
4,400.0	4,285.0	4,309.4	4,285.0	15.6	9.9	-97.21	-67.7	-375.1	1,126.9	1,111.8	15.10	74.615	
4,500.0	4,385.0	4,409.4	4,385.0	15.7	10.0	-97.21	-67.7	-375.1	1,126.9	1,111.4	15.45	72.924	
4,600.0	4,485.0	4,509.4	4,485.0	15.8	10.2	-97.21	-67.7	-375.1	1,126.9	1,111.1	15.80	71.309	
4,700.0	4,585.0	4,609.4	4,585.0	15.9	10.3	-97.21	-67.7	-375.1	1,126.9	1,110.7	16.15	69.765	
4,800.0	4,685.0	4,709.4	4,685.0	16.0	10.4	-97.21	-67.7	-375.1	1,126.9	1,110.4	16.50	68.285	
4,900.0	4,785.0	4,809.4	4,785.0	16.1	10.6	-97.21	-67.7	-375.1	1,126.9	1,110.0	16.85	66.868	
5,000.0	4,885.0	4,909.4	4,885.0	16.1	10.7	-97.21	-67.7	-375.1	1,126.9	1,109.7	17.20	65.508	
5,100.0	4,985.0	5,009.4	4,985.0	16.2	10.8	-97.21	-67.7	-375.1	1,126.9	1,109.3	17.55	64.202	

CC - Min centre to center distance or covergent point, SF - min separation factor, ES - min ellipse separation

Company:	Axia Energy	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Project:	Uintah County, UT	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Reference Site:	SEC 32-T7S-R20E	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site Error:	0.0ft	**North Reference:**	True
Reference Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Well Error:	0.0ft	**Output errors are at**	2.00 sigma
Reference Wellbore	DD	**Database:**	USA EDM 5000 Multi Users DB
Reference Design:	Plan #2	**Offset TVD Reference:**	Offset Datum

Offset Design SEC 32-T7S-R20E - Three Rivers #32-41-720 - DD - Plan #1

Offset Site Error: 0.0 ft

Survey Program: 0-MWD

Offset Well Error: 0.0 ft

Reference Measured Depth (ft)	Reference Vertical Depth (ft)	Offset Measured Depth (ft)	Offset Vertical Depth (ft)	Semi Major Axis Reference (ft)	Semi Major Axis Offset (ft)	Highside Toolface (°)	Offset Wellbore Centre +N/-S (ft)	Offset Wellbore Centre +E/-W (ft)	Distance Between Centres (ft)	Distance Between Ellipses (ft)	Total Uncertainty Axis	Separation Factor	Warning
5,200.0	5,085.0	5,109.4	5,085.0	16.3	11.0	-97.21	-67.7	-375.1	1,126.9	1,109.0	17.90	62.948	
5,300.0	5,185.0	5,209.4	5,185.0	16.4	11.1	-97.21	-67.7	-375.1	1,126.9	1,108.6	18.25	61.742	
5,400.0	5,285.0	5,309.4	5,285.0	16.5	11.3	-97.21	-67.7	-375.1	1,126.9	1,108.3	18.60	60.581	
5,500.0	5,385.0	5,409.4	5,385.0	16.6	11.4	-97.21	-67.7	-375.1	1,126.9	1,107.9	18.95	59.463	
5,600.0	5,485.0	5,509.4	5,485.0	16.7	11.6	-97.21	-67.7	-375.1	1,126.9	1,107.6	19.30	58.386	
5,700.0	5,585.0	5,609.4	5,585.0	16.8	11.7	-97.21	-67.7	-375.1	1,126.9	1,107.2	19.65	57.347	
5,800.0	5,685.0	5,709.4	5,685.0	16.9	11.8	-97.21	-67.7	-375.1	1,126.9	1,106.9	20.00	56.344	
5,900.0	5,785.0	5,809.4	5,785.0	17.0	12.0	-97.21	-67.7	-375.1	1,126.9	1,106.5	20.35	55.376	
6,000.0	5,885.0	5,909.4	5,885.0	17.1	12.1	-97.21	-67.7	-375.1	1,126.9	1,106.2	20.70	54.441	
6,100.0	5,985.0	6,009.4	5,985.0	17.3	12.3	-97.21	-67.7	-375.1	1,126.9	1,105.8	21.05	53.537	
6,200.0	6,085.0	6,109.4	6,085.0	17.4	12.4	-97.21	-67.7	-375.1	1,126.9	1,105.5	21.40	52.662	
6,300.0	6,185.0	6,209.4	6,185.0	17.5	12.6	-97.21	-67.7	-375.1	1,126.9	1,105.1	21.75	51.816	
6,400.0	6,285.0	6,309.4	6,285.0	17.6	12.7	-97.21	-67.7	-375.1	1,126.9	1,104.8	22.10	50.996	
6,500.0	6,385.0	6,409.4	6,385.0	17.7	12.9	-97.21	-67.7	-375.1	1,126.9	1,104.4	22.45	50.202	
6,600.0	6,485.0	6,509.4	6,485.0	17.8	13.0	-97.21	-67.7	-375.1	1,126.9	1,104.1	22.80	49.433	
6,700.0	6,585.0	6,609.4	6,585.0	17.9	13.2	-97.21	-67.7	-375.1	1,126.9	1,103.7	23.15	48.686	
6,800.0	6,685.0	6,709.4	6,685.0	18.0	13.3	-97.21	-67.7	-375.1	1,126.9	1,103.4	23.50	47.962	
6,900.0	6,785.0	6,809.4	6,785.0	18.1	13.5	-97.21	-67.7	-375.1	1,126.9	1,103.0	23.84	47.259	
7,000.0	6,885.0	6,909.4	6,885.0	18.3	13.7	-97.21	-67.7	-375.1	1,126.9	1,102.7	24.19	46.577	
7,100.0	6,985.0	7,009.4	6,985.0	18.4	13.8	-97.21	-67.7	-375.1	1,126.9	1,102.3	24.54	45.914	
7,200.0	7,085.0	7,109.4	7,085.0	18.5	14.0	-97.21	-67.7	-375.1	1,126.9	1,102.0	24.89	45.269	
7,300.0	7,185.0	7,209.4	7,185.0	18.6	14.1	-97.21	-67.7	-375.1	1,126.9	1,101.6	25.24	44.642	
7,400.0	7,285.0	7,309.4	7,285.0	18.7	14.3	-97.21	-67.7	-375.1	1,126.9	1,101.3	25.59	44.033	
7,500.0	7,385.0	7,409.4	7,385.0	18.9	14.4	-97.21	-67.7	-375.1	1,126.9	1,100.9	25.94	43.440	
7,600.0	7,485.0	7,509.4	7,485.0	19.0	14.6	-97.21	-67.7	-375.1	1,126.9	1,100.6	26.29	42.863	
7,663.0	7,548.0	7,572.3	7,548.0	19.1	14.7	-97.21	-67.7	-375.1	1,126.9	1,100.4	26.51	42.507	

Company:	Axia Energy	**Local Co-ordinate Reference:**	Well Three Rivers #33-11-720
Project:	Uintah County, UT	**TVD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Reference Site:	SEC 32-T7S-R20E	**MD Reference:**	WELL @ 4796.0ft (Original Well Elev)
Site Error:	0.0ft	**North Reference:**	True
Reference Well:	Three Rivers #33-11-720	**Survey Calculation Method:**	Minimum Curvature
Well Error:	0.0ft	**Output errors are at**	2.00 sigma
Reference Wellbore	DD	**Database:**	USA EDM 5000 Multi Users DB
Reference Design:	Plan #2	**Offset TVD Reference:**	Offset Datum

Reference Depths are relative to WELL @ 4796.0ft (Original Well Elev)
Offset Depths are relative to Offset Datum
Central Meridian is -111.500000 °

Coordinates are relative to: Three Rivers #33-11-720
Coordinate System is US State Plane 1983, Utah Northern Zone
Grid Convergence at Surface is: 1.20°

SURFACE USE AGREEMENT AND GRANT OF EASEMENTS

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENTS ("Agreement") is effective the 7 day of NOV., 2011, by and between, Eddie Jensen whose address is HC69 Box 109A Randlett, UT 84063 ("Owner") and Axia Energy, LLC, whose address is 1430 Larimer Street, Suite 400, Denver, CO 80202 ("Operator").

RECITALS

A. Owner owns the surface of the real property in Uintah County, Utah (the "Property"), legally described as:

Township 7S, Range 20E
Section 32:
Description NE¼ NE¼ SLM. Cont. 40 A M/L.

B. Operator is the owner/operator of a working interest in an Oil and Gas Lease dated _____, 2011, recorded in Book _____ at Page _____, of the Uintah County records granted by Owner to Operator (the "Lease") covering a portion of the Property described above.

C. Operator wishes to drill oil and gas wells ("Wells") with associated necessary pipelines on the Property and also to directionally access adjacent lands from a surface location of the Property for the extraction of oil, gas and associated hydrocarbons from said adjacent lands.

TERMS

THEREFORE, in consideration of the mutual covenants in this Agreement, and Operator's agreement to pay the damages described in this Agreement, the parties agree as follows:

1. Wells and Well Pads.

1.1. Operator may construct the necessary well site pads for drilling, completion, re-completion, reworking, re-entry, production, maintenance and operation of Wells ("Well Pads") on the Property consistent with this Agreement. Operator, its agents, employees, assigns, contractors and subcontractors, may enter upon and use the Well Pads for the purposes of drilling, completing, producing, maintaining, and operating Wells to produce oil, gas and associated hydrocarbons produced from the Property, or adjacent lands, including the construction and use of frac pits, tank batteries, production equipment, and other facilities used to produce and market the oil, gas and associated hydrocarbons.

1.1.1. No Well Pad shall exceed five (5) acres of disturbed area, including any cuts and fills during drilling. After completion operations for the wells on the pad are finished, the size of the Well Pads shall be reduced to a maximum of two (2) acres.

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1.1.2. As allowed by this Agreement, Operator may drill the maximum number of Wells on the Well Pad(s) permitted by Utah Oil and Gas Conservation Commission ("UOGCC") spacing and density requirements. Operator may drill directionally from Well Pads located on the Property to bottom hole locations located directly under the Property or to bottom hole locations that are adjacent to the Property. As a requirement within this agreement, the initial well to be drilled from the surface by Operator shall be into mineral interest wholly or partially owned by surface Owner.

1.1.3. As used in this Agreement, "Well" shall mean a well and the accompanying wellbore (either vertically or directionally drilled from the Well Pad) for the production of oil and gas, and all associated casing and wellhead equipment.

1.2. As consideration for damages to be incurred by Operator on the Property, one of the below options can be selected, in writing, by the Owner prior to construction:

Option 1: Operator shall pay Owner for each Well Pad that is constructed on the Property with such payment to be received by Owner prior to construction commencement. In addition, prior to the commencement of drilling operations of any additional well, Operator shall pay Owner per new well that is drilled from an existing Well Pad located on the Property. Except as otherwise provided in this Agreement, such payments shall constitute payment in full by Operator for all damages to the Property associated with the drilling, construction, completion, re-completion, reworking, reentry, production, operation and maintenance of the Well(s).

Option 2: Operator shall pay Owner for each Well Pad that is constructed on the Property with such payment to be received by Owner prior to construction commencement. Operator shall pay Owner an annual payment, starting from the date of first construction, of /year for non-crop land and /year for crop land until the termination of the Surface Use Agreement. In addition, prior to the commencement of drilling operations of any additional well, Operator shall pay Owner per new well that is drilled from an existing Well Pad located on the Property. Except as otherwise provided in this Agreement, such payments shall constitute payment in full by Operator for all damages to the Property associated with the drilling, construction, completion, re-completion, reworking, reentry, production, operation and maintenance of the Well(s).

1.3. The slope of a Well Pad to any ditch, road, or other improvement shall not be greater than 2:1.

1.4. All above-ground permanent structures on the Well Pad(s) and above-ground pipeline structures shall be painted with appropriate earth-tone colors to blend with the surrounding landscape, and, at the discretion of Operator, shall be screened with appropriate planting as described by the NRCS (National Resource Conservation Services) techniques guide. Operator shall use diligent efforts to minimize disturbances to existing trees and vegetation near the Well Pad.

1.5. Noise levels shall not exceed Utah Oil and Gas Conservation Commission ("UOGCC") regulations.

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1.6. All drilling fluids and mud shall be handled in accordance with UOGCC regulations. No fluids, mud, soil, or other substances created or derived from operations conducted off of the Property shall be deposited on the surface estate of the Property. Nothing in this section shall limit Operator's right to bring onto the property, use, and reuse frac and production water for additional drilling and completion operations.

1.7. At Owner's request, during drilling operations and thereafter, the Well Pad shall be fenced with five-strand barb wire fencing affixed to steel posts spaced six (6) feet apart at a height not less than forty-eight (48) inches.

1.8. Any irrigation or tail water ditch or pipe located within the Well Pad shall be left intact or rerouted to a location approved by Owner so that the delivery of water on the Property is not disrupted. Operator shall be responsible for any repair and/or maintenance of any irrigation ditch or pipe located within the Well Pad.

1.9. No debris, slash, or other materials shall be burned on the Property (except for the flaring of gas), nor shall such materials be buried on the Property, without the express written consent of Owner, which shall not be unreasonably withheld.

1.10. If required by UOGCC, reserve or drilling pits used on the Property, if any, shall be plastic lined during drilling and completion operations. All plastic lining shall be removed during initial reclamation and not buried in place. Excavated material shall be replaced within thirty (30) days of finalization of completion operations at the associated Well Pad.

1.11. No open pit mining shall be permitted on the Property. The Well Pad shall be safe and in good order, and shall at all times be kept free from litter and debris. Operator shall utilize electronic field monitor devices or another type of monitoring system standard in the industry on all Wells.

2. Road, Pipelines, and Related Issues.

2.1. Road. Owner grants to Operator an exclusive access easement ("Road Easement") on the Property for ingress and egress by Operator and its employees, contractors, sub-contractors, agents, and business invitees as needed to conduct oil and gas operations as described in this Agreement. The Road Easement shall be approximately twenty (20) feet in width, being ten (10) feet on each side of the centerline. .

2.1.1. Road construction that requires cuts and fills shall be minimized to the maximum extent possible.

2.1.2. Culverts shall be installed at ditch and drainage crossings when requested by Owner where road cross such ditches or drainages, and shall be sized to prevent obstruction to the free flow of the volumes of water being carried, inclusive of flood stages. Operator shall protect all water sources and conveyance structures, including but not limited to the natural flow of creeks, wells, and ditches, from all operational activities and shall immediately remedy any diversion, curtailment, or blockage of water flows or contamination of water sources.

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2.1.3. The road shall at all times be properly graded, drained, graveled, and maintained by Operator from commencement of operations through final reclamation of the Well Pad(s) or termination of this Agreement. Further, Operator shall keep the Road Easement in good order, at all times free from litter and debris.

2.1.4. Operator shall abide by a 15 m.p.h. speed limit at all times on all roads.

2.1.5. Operator shall use the best available methods, other than hard surfacing, to limit dust. Magnesium chloride shall be applied when requested by Owner, up to a maximum of two (2) times per year.

2.1.6. Owner shall have the right to relocate any road, provided that such relocation does not impose an undue burden on Operator. Any relocated road shall be of similar utility, and all costs associated with such relocation, other than routine maintenance, shall be at Owner's expense.

2.1.7. The Road Easement conveyed by this Agreement shall not include a right of use by the public to other lands. Owner reserves the right to use all such roads for any purpose that does not unreasonably interfere with Operator's operations.

2.1.8. Consideration. As consideration for the grant of the Road Easement, prior to commencing any use or construction, Operator shall pay Owner a one-time payment of per linear foot of Road Easement.

2.2. Pipeline Easement. Owner grants to Operator, its agents, employees, contractors, and subcontractors, a non-exclusive pipeline easement ("Pipeline Easement"), approximately fifteen (15) feet in width along existing roads or disturbances if applicable and/or across the Property to the Well Pad(s), or thirty (30) feet when not adjacent to existing roads or disturbances, to construct, maintain, inspect, and operate, a pipeline or pipelines, and pigging facilities solely for: 1) transporting oil, gas, petroleum products, water, and any other substances recovered during oil and gas production under this Agreement, whether fluid or solid, any products and derivatives of any of those substances, and any combinations and mixtures of any of those substances, and 2) movement of water. Owner also grants to Operator a license for the use of 15 feet parallel to and adjoining one side of the Pipeline Easement as appropriate for temporary use during the initial installation of the pipelines.

2.2.1. Nothing in this subsection 2.2 shall be construed as granting Operator the right to place any facilities on the Property other than the pipeline, and related pipeline equipment to be placed in the Pipeline Easement.

2.2.3. Consideration. As consideration for the grant of the Pipeline Easement, prior to commencing any use or construction on the Pipeline Easement, Operator shall pay Owner a one-time payment of per linear foot but only as to that portion of the Pipeline Easement that is not located within the Road Easement. Consideration has been paid pursuant to Section 2.1 of this Agreement for that portion of the Pipeline Easement that is located within the Road Easement.

2.3 Completion Pits. If deemed necessary, Operator will build completion pits ("Completion Pit") on the Property for the purposes of storage of completion fluids utilized in the completion of Operators wells.

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2.3.1 Completion Pit shall be lined with a minimum of 24 ml plastic (or as required per UOGCC regulations) and all plastic lining shall be removed during initial reclamation and not buried in place. Excavated material shall be replaced within thirty (30) days of finalization of completion of operations at the Completion Pit unless otherwise agreed to by the parties. Operator will be responsible for all reclamation of the Completion Pit and, as part of the reclamation, Operator shall remove all construction materials no longer necessary of the operation of the Completion Pit and remove compaction from the soil in areas no longer necessary of the operation of the Completion Pit. The Completion Pit and access road shall be returned to the approximate original topography and seeded with appropriate native vegetation for ground cover and erosion control. Subsidence in any reclaimed area shall be corrected by adding additional topsoil. Crop lands shall be returned to grass or alfalfa, as requested by Owner, and sagebrush areas shall be planted with native grasses and vegetation that existed prior to disturbance.

At all times while Completion Pit is being utilized and until such time as Completion Pit is reclaimed, Completion Pit shall be fenced with five-strand barb wire fencing affixed to steel posts spaced six (6) feet apart at a height not less than forty-eight (48) inches.

Owner agrees to give its approval of any permit that is deemed necessary by Operator from Uintah County, the State of Utah or other lawful authority claiming jurisdiction over the Completion Pit and operations related to thereto.

2.4. Easement Construction.

2.4.1 Operator shall use its best efforts to provide written notice to Owner at least two (2) weeks prior to any construction or installation under this Section 2, with the exception of initial construction which may proceed immediately upon execution of this Agreement.

2.4.2 Operator shall run all pipelines on surface whenever possible to minimize surface disturbance. If necessary to bury pipelines, Operator will bury pipelines placed within any pipeline easement at a depth not less than thirty six (36) inches, and shall install all such pipelines so that they can be detected using a commonly available metal detector.

2.4.3 Operator shall use its best efforts to immediately repair any roadway crossings and fences on or enclosing the Property that is damaged or temporarily taken down during any construction on or use of any pipeline easement.

2.4.4 Any rocks excavated by Operator that are too large (12" or greater) to be incorporated into fill shall be removed.

2.4.5 Operator shall provide Owner with "as-built" survey of all pipelines after construction. It shall be the Operator's responsibility to record necessary documents in Uintah County, and to provide the Owner with a copy of any recorded documents.

2.4.6 Operator shall not use any pipeline easement as a vehicle access point to lands adjacent to the Property. Unless otherwise agreed to by both parties, no gates shall be installed on any fences on or near the boundary lines of the Property.

2.4.7 During installation of any road or pipeline on the Property, and at all times thereafter, Operator shall minimize disruption of, and interference with, any ranching, agriculture, or other operations conducted on the Property now or in the future. No camping, recreating, hunting, or any other non-pipeline related activities are permissible at any time on the pipeline or road easements or the Property by Operator.

2.4.8 Within 120 days after installation of any pipeline, or any maintenance or repair of any pipeline that disturbs the surface of the Property, Operator shall restore any affected area to its approximate pre-disturbance topography and re-seed all such areas with appropriate native grasses or alfalfa for ground cover and erosion control as requested by Owner. Operator shall insure a naturally contoured surface over the pipeline easements.

2.5 Term of Grant. The pipeline and road easements granted herein shall continue until: (i) the termination of this Agreement in accordance with Section 8, or (ii) Operator's written surrender of the easement.

2.6. Evolution of Use. Operator's use of the easements shall be limited according to the terms of this Agreement, and the doctrine of "normal evolution of use" shall not apply to Operator's use of the easements.

3. Weed Control. Operator shall be responsible for controlling all noxious weeds on all areas of its operations.

3.1 Notification. If Operator locates, or Owner notifies Operator in writing of the location of, noxious weeds on any areas subject to this Section 3, Operator shall implement control procedures before the noxious weeds go to seed.

4. Erosion Control. Operator shall be responsible for controlling all erosion of soils at any Well Pad and easement, and on areas adjacent to the Property that is caused by the activities of Operator or its employees, contractors, sub-contractors, or agents. Such erosion control shall include, without limitation, recontouring, reseeding and re-vegetating such lands and restoring any reservoirs or waterways to their previous quality and capacity. Operator's responsibility for erosion control pursuant to this Section 4 shall be ongoing and shall continue even after termination of Operator's use of a Well Pad or easement, until (i) such time as Owner provides Operator with a written release of Operator's further obligation to control erosion on the Property, or (ii) one year has passed since the last Well was plugged and abandoned or the termination of the easement, as the case may be.

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5. Reclamation.

5.1. Initial Reclamation. Within two (2) years after initial disturbance to a Well Pad, except for areas required for current operations such as roads, the wellhead(s), permanent facilities, water pits, future drilling and completion operations, and room for future workover operations, Operator shall restore all disturbed areas in accordance with this subsection 5.1. Such restoration shall commence immediately following completion of the Wells and establishment of equipment on a Well Pad, the completion of a road, and/or the completion of a pipeline, as the case may be.

5.1.1. Operator shall submit copies of a site-specific reclamation plan along with copies of each approved Application for Permit-to-Drill, including any conditions of approval for all Wells on the Property, prior to commencement of construction operations with heavy equipment. All interim and final reclamation goals shall be included in the site-specific reclamation plan.

5.1.2. Operator shall provide Owner at Owner's request with: (i) cut and fill diagrams for construction of the Well Pads, including cross sections and plan views with topographic contours; and (ii) a site map showing the location of wellbores, drilling and completion pits, access roads, soil stockpiles, and the layout of drilling and completion equipment.

5.1.3. Operator shall remove all construction materials, fill pits and holes no longer necessary of the operation of the Well(s), and remove compaction from the soil in areas no longer necessary of the operation of the Well(s). The operational Well Pad shall be returned to the approximate original topography and seeded with appropriate native vegetation for ground cover and erosion control. Subsidence in any reclaimed area shall be corrected by adding additional topsoil. Crop lands shall be returned to grass or alfalfa, as requested by Owner, and sagebrush areas shall be planted with native grasses and vegetation that existed prior to disturbance.

5.1.4. A minimum of twelve (12) inches of favorable growth medium shall be reapplied during interim and final reclamation. If this quantity of material is not available, existing soils shall be treated with amendments and fertilizer to create a favorable growth medium.

5.1.5. The Well Pad(s) and easements shall be mulched immediately after seeding with weed-free straw or other type of weed-free mulch. Operator shall be responsible for protecting re-plantings, including fencing to exclude animals.

5.1.6. Additional disturbance of native or previously reclaimed areas shall be minimized. If any subsequent disturbances of surface areas are undertaken at any time, the same reclamation and re-vegetation obligations shall apply. Recontouring shall not be required in areas that have been successfully reclaimed.

5.2. Final Reclamation. Final reclamation shall return the entire site to its original topography and vegetation, and shall be complete and successful within three (3) years after the last Well is plugged and abandoned. However, if at the end of the three (3) year period Operator has not completed a successful reclamation because of events beyond its control, Owner agrees to grant Operator in writing a reasonable extension of time to achieve a successful reclamation. Upon final termination of operations, Owner may request culverts and fencing to be left in place, in which case they shall thereafter belong to Owner.

Received: March 21, 2013

6. Water. For all drilling, completion and Well Pad and road construction, Operator shall have the continuing ability to use any water located on the Property, except as otherwise expressly agreed in writing by Owner. The Owners needs of water for agricultural uses shall be senior to Operators needs of water, however, in the event of conflicting desires for use of water, the parties shall mutually agree as to the best use alternative. Operator shall take all necessary steps to prevent its operations from polluting any water well, water spring or other water source located on the Property.

7. Hunting. Operator will not allow any hunting to be conducted on the Property by it employees and contractors. No firearms will be allowed in any vehicle that is utilized by Operators employees or contractors.

8. Termination. This Agreement shall terminate upon the later of: (i) the expiration or termination of the Lease and easements granted; or (ii) upon completion of final reclamation. No termination of this Agreement by Owner, Operator or otherwise shall relieve Operator of any obligation under this Agreement incurred or occurring prior to and through the date of termination, including Operator's liability for or obligation to perform any maintenance, reclamation, mitigation, corrective action, or expenditures required pursuant to common law or any federal, state or local statute, regulation, rule or ordinance. Upon termination of the rights granted under this Agreement, Operator shall execute and deliver to Owner, within thirty (30) days of written demand therefor, an acknowledgment that this Agreement has been terminated. If Operator fails or refuses to deliver that acknowledgment, a written notice by Owner reciting any such failure or refusal and that this Agreement is terminated shall, sixty (60) days after the date of recording of that notice, be conclusive evidence against Operator and all persons claiming under Operator of the termination of this Agreement.

9. General Provisions.

9.1. Consultation. Operator shall consult with Owner regarding all significant operations involving Operator's use of the Property. Operator shall notify Owner at least seven (7) days prior to beginning any work on the Property involving heavy equipment, including but not limited to drilling, excavating, and cutting roads or laying pipelines.

9.2. Surveys, Plans. Prior to construction, Operator shall provide Owner with UOGCC well permits and applications, as well as surveys and plans of the Well Pad site, easements, roads, pipelines and equipment location.

9.3. Liability of Operator. Except for the damages covered by this Agreement, Operator shall be liable for any injury to persons, property, or livestock caused by or incident to the operations of Operator, its agents, employees, contractors, or subcontractors ("Operator Group") on the Property, or any extraordinary damages due to spills of materials, explosions, or any other harmful activity of Operator. Operator shall indemnify and hold harmless Owner from and against any and all past, present and future liability, damages, costs, expenses, fines, penalties and fees (including without limitation reasonable attorney and consultant fees) incurred by or asserted against Owner arising from or regarding or relating to the Operator Group's use of the Wells, Well Pad(s) or easements or any other rights granted by this Agreement. Such indemnification shall extend to and encompass, but shall not be limited to, all claims, demands, actions or other matters which arise under the common law or other laws

Received: March 21, 2013

designed to protect the environment and public health or welfare including, without limitation, the following laws (as amended) and any regulation promulgated under their authority: Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*); Clean Water Act (33 U.S.C. § 1251, *et seq.*); Clean Air Act (42 U.S.C. § 741, *et seq.*); National Environmental Policy Act (42 U.S.C. § 4321, *et seq.*); Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*); Solid Waste Disposal Act (42 U.S.C. § 6901, *et seq.*); Toxic Substance Control Act (16 U.S.C. § 2601, *et seq.*); Safe Drinking Water Act (42 U.S.C. § 300f, *et seq.*); Occupational Safety and Health Act (29 U.S.C. § 651, *et seq.*); and any applicable state or local statutes, regulations or ordinances. Operator shall, at Owner's option, defend Owner or reimburse Owner as expenses are incurred for Owner's defense against any claims, demands, actions or other matters, whether brought or asserted by federal, state or local governmental bodies or officials, or by private persons, which are asserted pursuant to or brought under any such laws. All of Operator's obligations stated in this subsection 9.3 shall survive termination of this Agreement.

9.4. Regulations: No part of this Agreement shall be construed to relieve Operator from any or all UOGCC or regulations, present and future.

9.5. No Off-Site Substances. Operator shall not store or dispose of on the Property any soil, waste, or other substance generated off of the Property, except water to be used for fracing purposes or disposal services.

9.6. Prohibited Items and Activities. Operator shall not be permitted to have, or allow, firearms, crossbows, pets, alcohol, or illegal drugs on the Property. Personal and/or leisure activities are prohibited. No employees, contractors, subcontractors, agents, guests or invitees of Operator shall reside on the Property overnight, with the exception of personnel deemed critical to Well operations by the Operator.

9.7. Insurance. Operator shall keep its operations insured, or comply with applicable self-insurance laws and regulations, for automobile, liability, and workmen's compensation insurance, and for any damages incurred on the Property.

9.8. Operator Liens. Operator shall, at its sole expense, keep the Property free and clear of all liens and encumbrances resulting from Operator's and its agents' activities on the Property, and shall indemnify and hold harmless Owner from and against any and all liens, claims, demands, costs, and expenses, including, without limitation, attorney fees and court costs, in connection with or arising out of any work done, labor performed, or materials furnished.

9.9. No Warranty of Title. This Agreement is made subject to any and all existing easements, rights-of-way, liens, agreements, burdens, encumbrances, restrictions, and defects in title affecting the Property. Owner does not in any way warrant or guarantee title to the Property.

9.10. Subrogation of Rights. Operator shall have the right to discharge or redeem for Owner, in whole or in part, any mortgage, tax, or other lien on the Property that could jeopardize Operator's rights under this Agreement, in which case Operator shall be subrogated to such rights of the party to whom payment is made for purposes of securing and collecting the amounts paid on behalf of the Owner.

9.11. Waiver. The failure of either party to enforce any of its rights under this Agreement upon any occasion shall not be deemed a waiver of such rights on any subsequent occasion(s). The waiver, either express or implied, by any party of any of the rights, terms or conditions in this Agreement shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Agreement. Any waiver, in order to be valid and effective, must be in writing.

9.12. Notice. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, such notice shall be given by: (i) personal delivery, or (ii) United States first class mail, postage prepaid, addressed to the party entitled to receive the same at the address stated in the introductory paragraph; provided, however, that each party may change that party's mailing address by giving to the other party written notice of change of such address in the manner provided in this subsection. Mail shall be deemed to have been given, served and delivered upon the third delivery day following the date of the mailing; personal delivery shall be deemed to have been given, served and delivered upon receipt.

9.13. UOGCC Notices.

9.13.1. Owner shall be provided with a copy of any "Change of Operator" notice filed with the UOGCC pursuant to Rule 312.

9.13.2. A copy of any notice filed with the UOGCC regarding public health, safety, or emergency matters shall be delivered to Owner simultaneously with the UOGCC notice. In the event of a spill of E&P waste or any substance, Operator shall immediately notify Owner, verbally or by telephone if possible, and identify the quantity, location, and type of substance released. In the event of a surface or subsurface loss of well control, Operator shall notify Owner, verbally or by telephone if possible, as soon as possible. Any verbal or telephonic notification under this subsection shall be documented in writing and provided to Owner in accordance with subsection 9.14.

9.13.3. Copies of all forms, notices, plans, tests, or other documentation regarding spills or blow-outs shall be provided to Owner at the same time as filing with the UOGCC, local government representative, or any other regulatory agency.

9.13.4. A copy of any Operator requests for variance from surface use or reclamation regulations, not requiring a petition and notice to Owner, shall be delivered to Owner at the same time as delivery to the UOGCC.

9.14. Authority. Operator represents and warrants that it has full authority to commit to this Agreement. Operator shall provide Owner with a copy of all leases, including pooling or communitization agreements, and spacing orders, under which it is operating on the Property.

9.15. Survival of Obligations. All obligations, indemnifications, duties, and liabilities undertaken by Operator under this Agreement shall survive the termination of this Agreement.

9.16. Merger of Prior Agreements. This Agreement and the Lease contain the sole and entire agreement and understanding of the parties with respect to the entire subject matter on the Property. All prior discussions, negotiations, commitments, agreements, and understandings relating to the subjects of this Agreement on the Property, and the Lease are

merged into them. In the event of any conflict between the terms of this Agreement and the Lease, the terms of this Agreement shall control.

9.17. Amendments. This Agreement may only be amended by the written agreement of both parties. This Agreement cannot be amended or terminated orally.

9.18. Assignment. This Agreement is assignable by the parties.

9.19. Headings. Section headings or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision.

9.20. Construction. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa. The provisions of this Agreement have been independently, separately and freely negotiated by the parties as if drafted by both of them. The parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either party.

9.21. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws applicable to this Agreement, the parties intend that the remainder of this Agreement shall remain in full force and effect so as to fulfill as fully as possible the intent of the parties as expressed by the then existing terms of the Agreement, including the invalidated provision.

9.22. Applicable Law and Attorney Fees. This Agreement and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Utah, by the District Court of Uintah County, Utah. In the event of a dispute involving or related to any term or condition of this Agreement, the non-breaching party shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages.

9.23. Heirs, Successors and Assigns. Subject to any limitations on assignment provided in this Agreement, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

OWNER:

STATE OF UTAH

COUNTY OF UINTAH

The foregoing instrument was subscribed and sworn to before me on 7 November, 2011, by Eddie Jensen.

My commission expires: June 25, 2014

Witness my hand and seal.

Notary Public

JOSH C HARBISON
Notary Public
State of Utah
Comm. No. 583203
My Comm. Expires Jun 25, 2014

OPERATOR:
Axia Energy, LLC

By: _____
Tab McGinley,
Vice President of Land and Business Development

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was subscribed and sworn to before me on NOVEMBER 10th 2011, by Tab McGinley, Vice President of Land and Business Development of Axia Energy, LLC.

My commission expires: 6-4-2013

Witness my hand and seal.

Notary Public

Cindy J. Turner
Notary Public
State of Colorado
My Commission Expires 06/04/2013

Received: March 21, 2013

BOP Equipment

3000psi WP

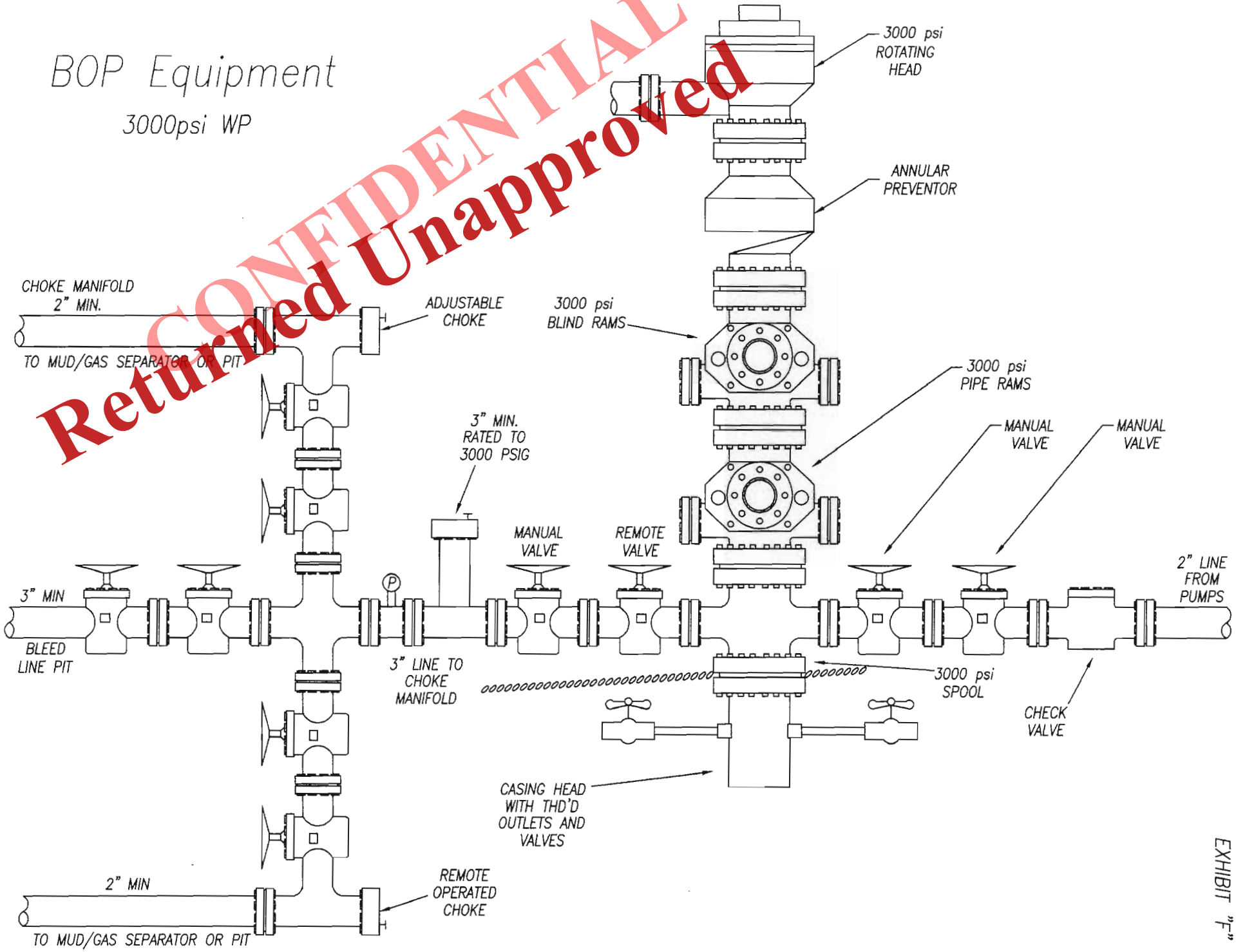


EXHIBIT "F"

Received: March 21, 2013

Star Point Enterprises, Inc.

2580 Creekview Road
Moab, Utah 84532
435/719-2018

March 21, 2013

Mrs. Diana Mason
State of Utah
Division of Oil Gas and Mining
P.O. Box 145801
Salt Lake City, Utah 84114-5801

RE: Request for Exception to Spacing – Axia Energy, LLC – **Three Rivers Federal 33-11-720**
Surface Location: 594' FNL & 284' FEL, NE/4 NE/4, Section 32, T7S, R20E,
Target Location: 528' FNL & 460' FWL, NW/4 NW/4, Section 33 , T7S, R20E,
SLB&M, Uintah County, Utah

Dear Diana:

Axia Energy, LLC respectfully submits this request for exception to spacing (R649-3-11) based on geology since the well is located less than 460 feet to the drilling unit boundary. Axia Energy, LLC is the only owner and operator within 460 feet of the surface and target location as well as all points along the intended well bore path and is not within 460 feet of any uncommitted tracts or a unit boundary.

Thank you very much for your timely consideration of this application. Please feel free to contact Jess A. Peonio of Axia Energy, LLC at 720-746-5212 or myself should you have any questions or need additional information.

Sincerely,

Don Hamilton

Digitally signed by Don Hamilton
DN: cn=Don Hamilton, o=Starpoint Enterprises, ou, email=starpoint@etv.net, c=US
Date: 2013.03.21 14:11:03 -06'00'

Don Hamilton
Agent for Axia Energy, LLC

cc: Jess A. Peonio, Axia Energy, LLC

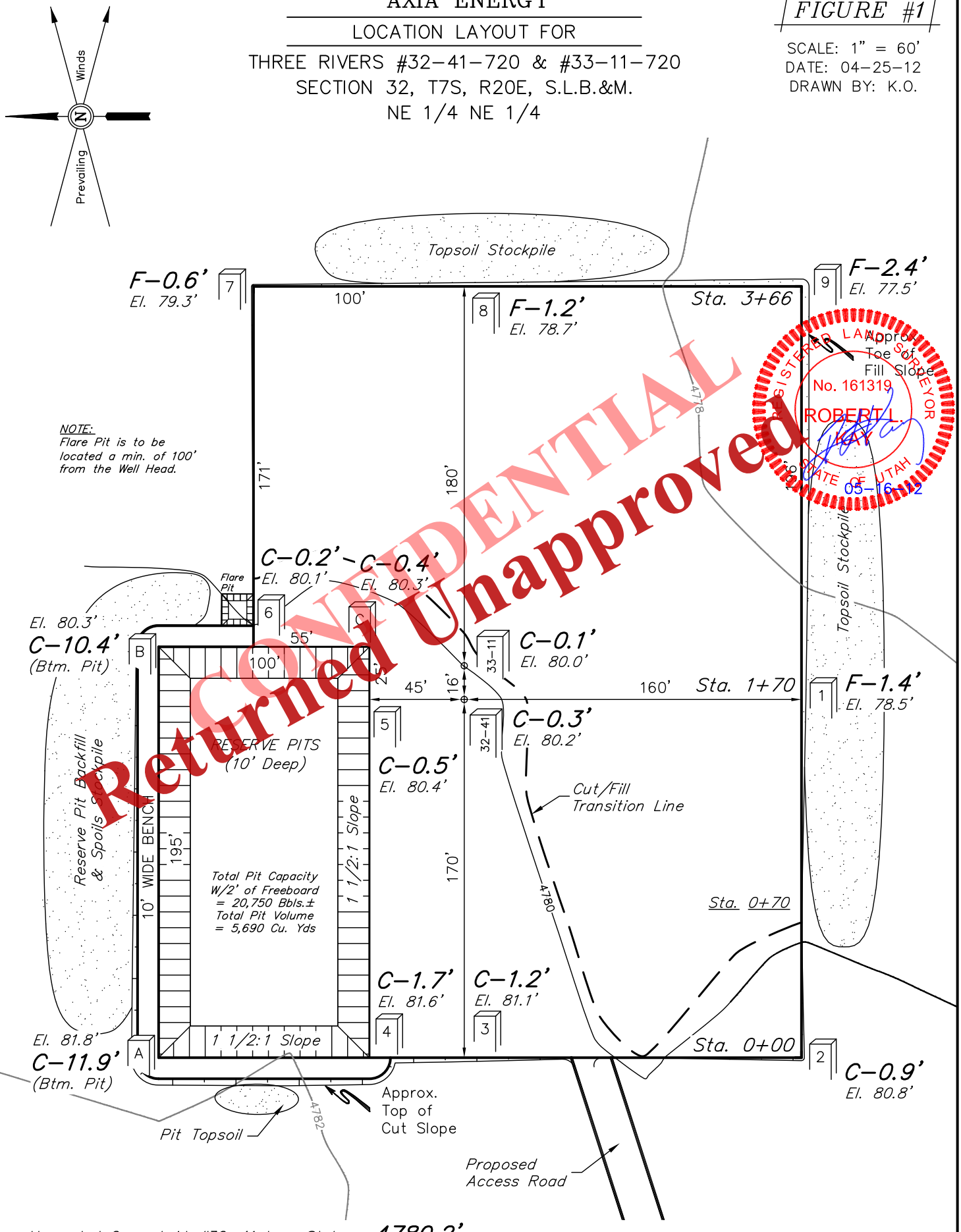
AXIA ENERGY

LOCATION LAYOUT FOR

THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

FIGURE #1

SCALE: 1" = 60'
DATE: 04-25-12
DRAWN BY: K.O.



REGISTERED LAND SURVEYOR
No. 161319
ROBERT L. KAY
STATE OF UTAH
05-16-12

CONFIDENTIAL
Returned Unapproved

Elev. Ungraded Ground At #32-41 Loc. Stake = 4780.2'
FINISHED GRADE ELEV. AT #32-41 LOC. STAKE = 4779.9'

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

Received: March 21, 2013

AXIA ENERGY

TYPICAL CROSS SECTIONS FOR

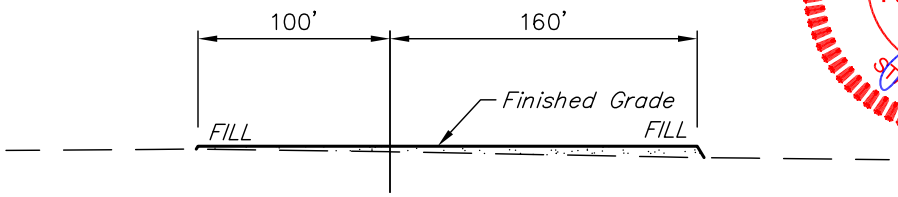
THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

FIGURE #2

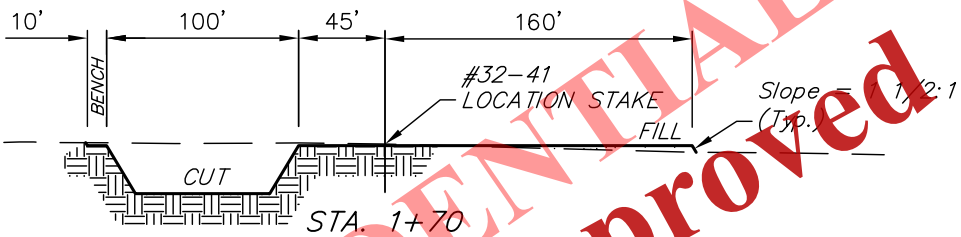
1" = 40' X-Section Scale
1" = 100'

DATE: 04-25-12
DRAWN BY: K.O.

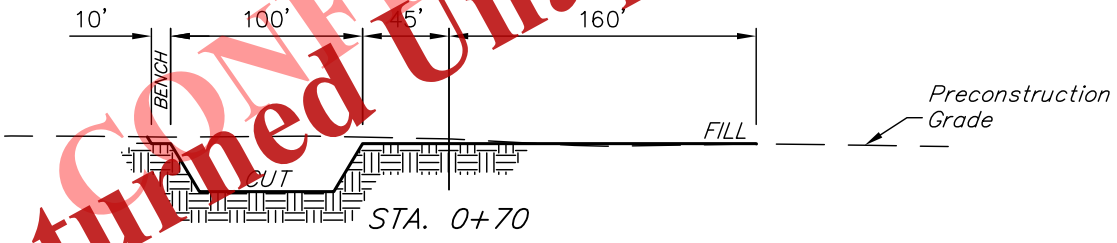
REGISTERED LAND SURVEYOR
No. 161319
ROBERT L. KAY
STATE OF UTAH
05-16-12



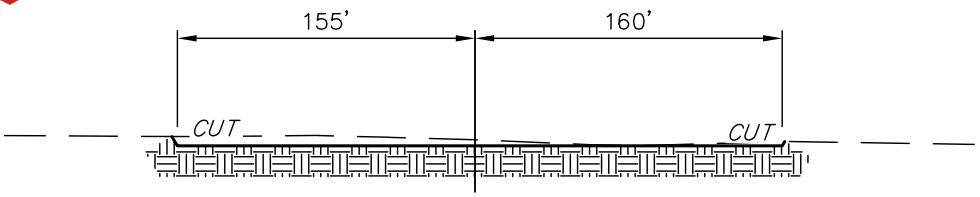
STA. 3+66



STA. 1+70



STA. 0+70



STA. 0+00

NOTE:
Topsoil should not be Stripped Below Finished Grade on Substructure Area.

APPROXIMATE ACREAGES

WELL SITE DISTURBANCE	= ±	3.958 ACRES
ACCESS ROAD DISTURBANCE	= ±	7.511 ACRES
PIPELINE DISTURBANCE	= ±	7.500 ACRES
POWER LINE DISTURBANCE	= ±	7.559 ACRES
TOTAL	= ±	26.528 ACRES

* NOTE:
FILL QUANTITY INCLUDES 5% FOR COMPACTION

APPROXIMATE YARDAGES

(6") Topsoil Stripping	=	2,040 Cu. Yds.
Remaining Location	=	6,480 Cu. Yds.
TOTAL CUT	=	8,520 CU. YDS.
FILL	=	3,630 CU. YDS.

EXCESS MATERIAL	=	4,890 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.)	=	4,890 Cu. Yds.
EXCESS UNBALANCE (After Interim Rehabilitation)	=	0 Cu. Yds.

UINTAH ENGINEERING & LAND SURVEYING
*85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017*

Received: March 21, 2013

AXIA ENERGY

TYPICAL RIG LAYOUT FOR

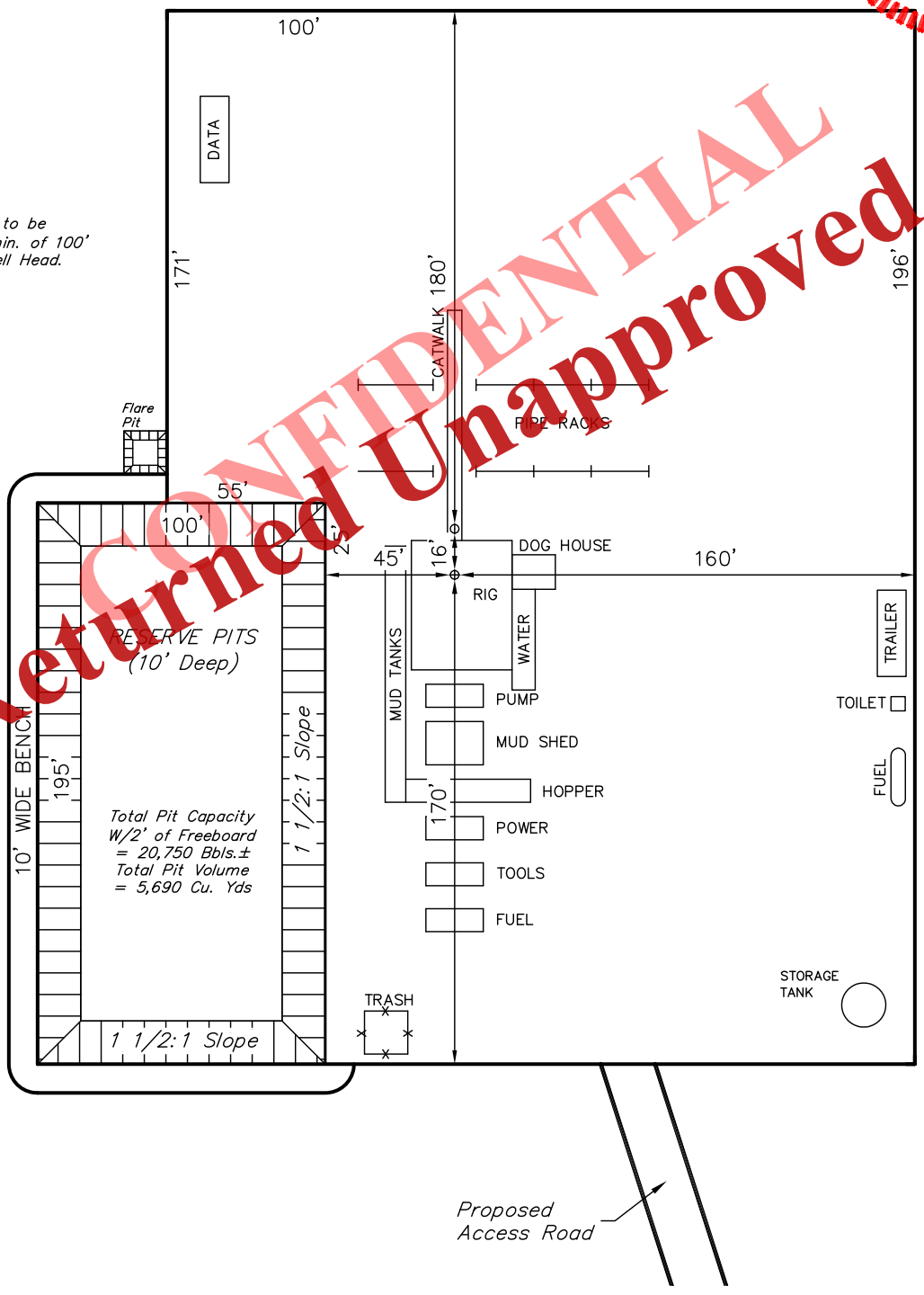
THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

FIGURE #3

SCALE: 1" = 60'
DATE: 04-25-12
DRAWN BY: K.O.

REGISTERED LAND SURVEYOR
No. 161319
ROBERT L. KAY
STATE OF UTAH
05-16-12

NOTE:
Flare Pit is to be located a min. of 100' from the Well Head.



UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

Received: March 21, 2013

AXIA ENERGY

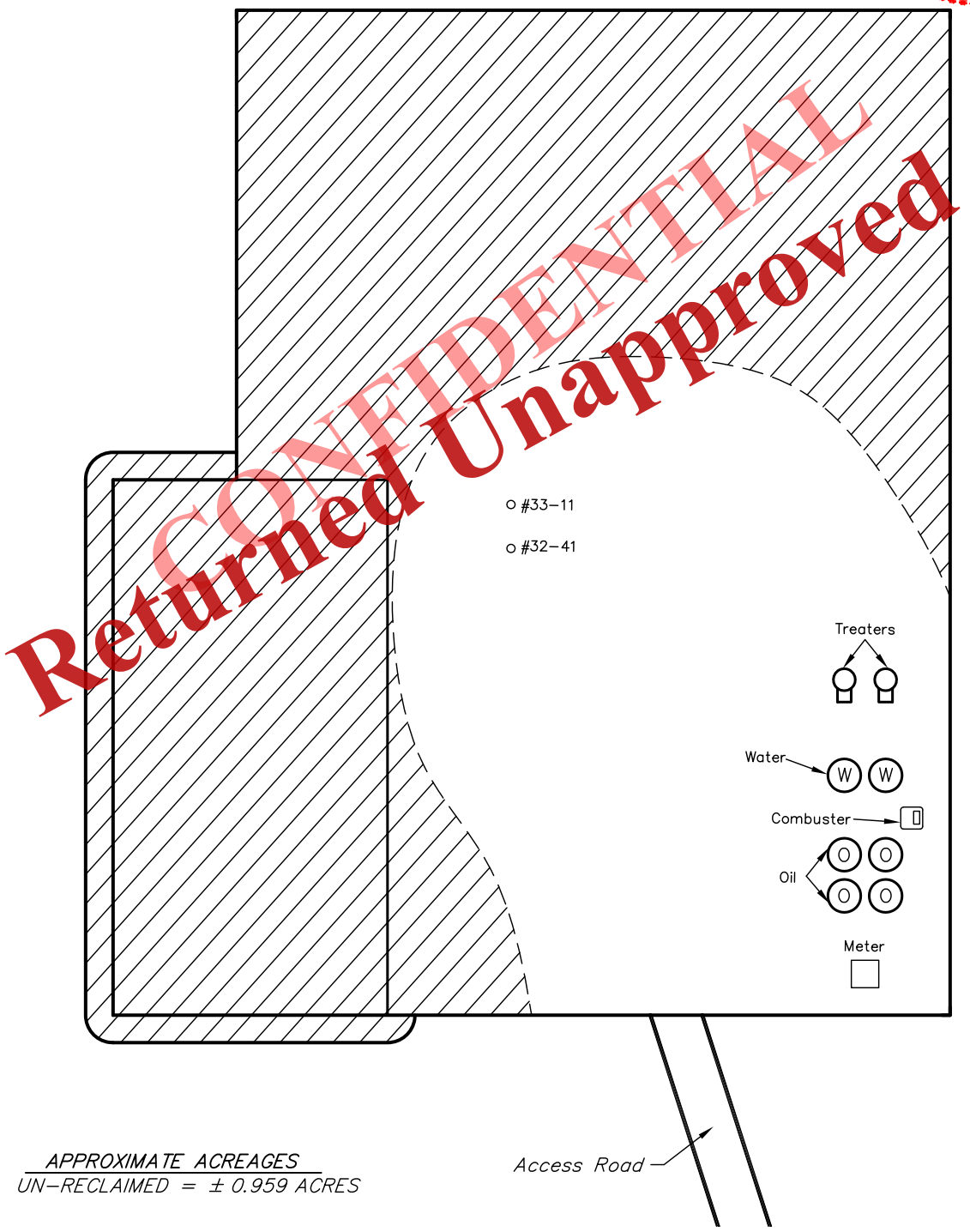
INTERIM RECLAMATION PLAN FOR

THREE RIVERS #32-41-720 & #33-11-720
SECTION 32, T7S, R20E, S.L.B.&M.
NE 1/4 NE 1/4

FIGURE #4

SCALE: 1" = 60'
DATE: 04-25-12
DRAWN BY: K.O.

REGISTERED LAND SURVEYOR
No. 161319
ROBERT L. KAY
STATE OF UTAH
05-16-12

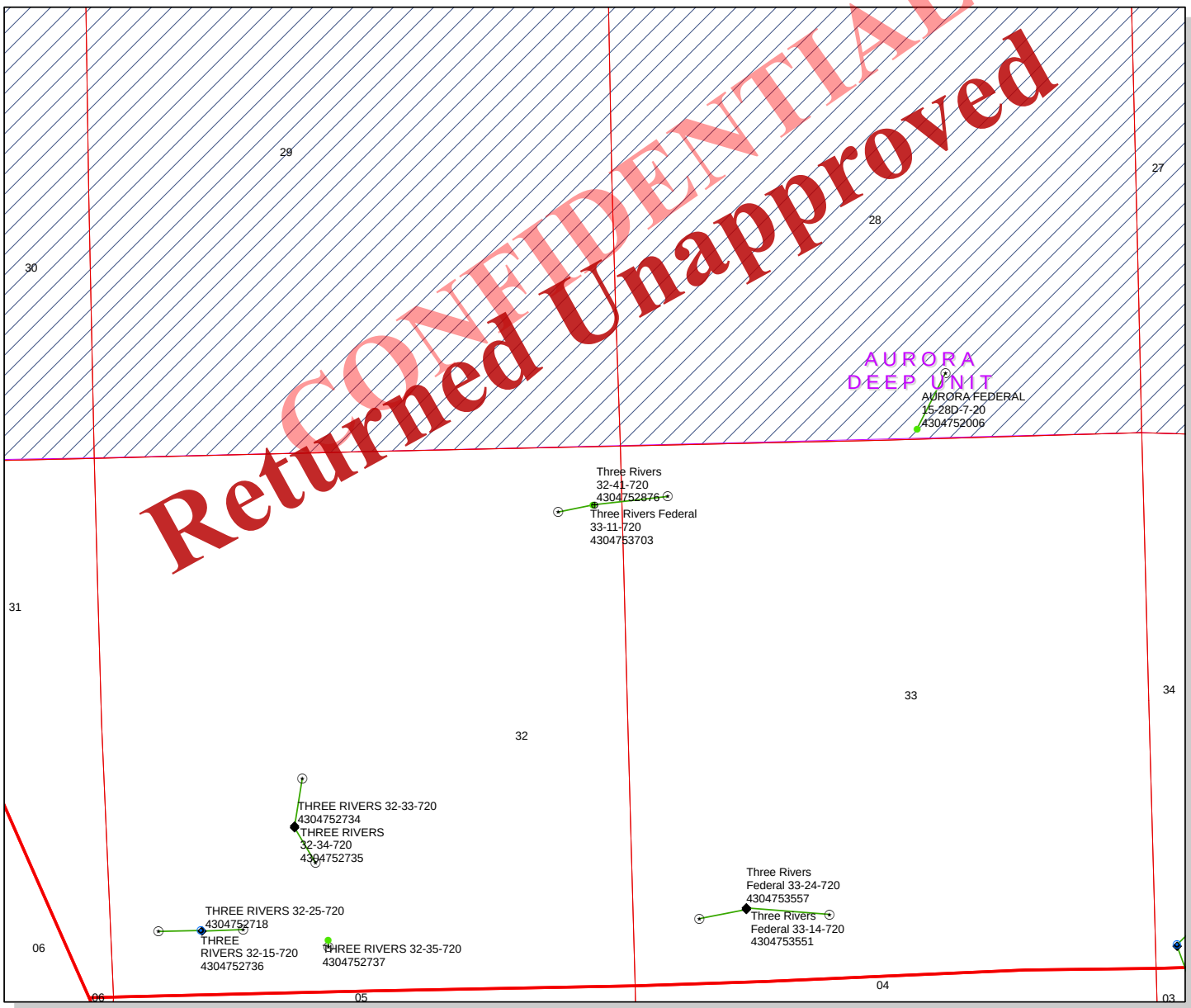


APPROXIMATE ACREAGES
UN-RECLAIMED = ± 0.959 ACRES

INTERIM RECLAMATION

UINTAH ENGINEERING & LAND SURVEYING
*85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017*

Received: March 21, 2013



API Number: 4304753703

Well Name: Three Rivers Federal 33-11-720

Township T07.0S Range R20.0E Section 32

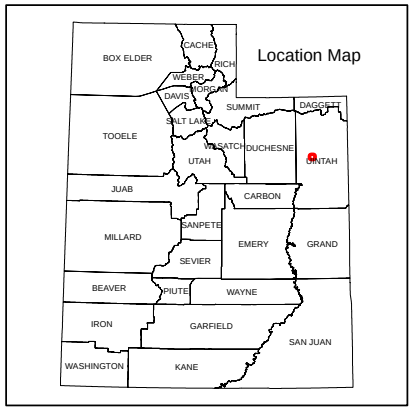
Meridian: SLBM

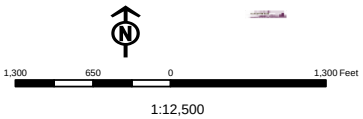
Operator: AXIA ENERGY LLC

Map Prepared:
Map Produced by Diana Mason

Units
STATUS
- ACTIVE
- EXPLORATORY
- GAS STORAGE
- NF PP OIL
- NF SECONDARY
- PI OIL
- PP GAS
- PP GEOTHERML
- PP OIL
- SECONDARY
- TERMINATED

Fields
STATUS
- Unknown
- ABANDONED
- ACTIVE
- COMBINED
- INACTIVE
- STORAGE
- TERMINATED





1:12,500

Received: March 28, 2013

GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

May 02, 2013

AXIA ENERGY LLC
1430 Larimer Ste 400
Denver, CO 80202

Re: Application for Permit to Drill - UINTAH County, Utah

Ladies and Gentlemen:

The Application for Permit to Drill (APD) for the Three Rivers Federal 33-11-720 well, API 43047537030000 that was submitted March 21, 2013 is being returned unapproved. If you plan on drilling this well in the future, you must first submit a new application.

Should you have any questions regarding this matter, please call me at (801) 538-5312.

Sincerely,

Diana Mason
Environmental Scientist

Enclosure
cc: Bureau of Land Management, Vernal, Utah